



Jim Priebe
Conservation Director
15565 118th AVE
Indianola, IA 50125

QUOTATION DOCUMENT PACKET

PROJECT: FISH Habitat Grant 16-03F
HICKORY HILLS PARK RENOVATION

INITIATED BY
WARREN COUNTY CONSERVATION BOARD
15565 118th AVE
INDIANOLA, IOWA 50125

Warren County
Conservation Board

REQUEST FOR QUOTATION

PROJECT: FISH Habitat Grant 16-03F HICKORY HILLS PARK RENOVATION

The Conservation Board is inviting contractors to provide a quotation for pond renovation at Hickory Hills Park. Quotation Document Packets to be submitted are included in this Request for Quotation.

We ask that quotes be received in a timely manner to perform the work.

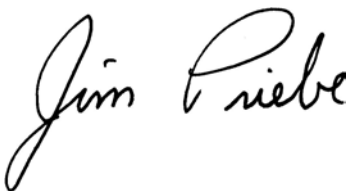
Interested contractors shall e-mail, fax, mail, or hand deliver quotes to the following contact information provided below:

**Jim Priebe
Conservation Director
15565 118th AVE
Indianola, IA 50125**

**E-mail: jimpriebe@warrencb.org
Fax: (515) 961-7100**

Quotes must be received on or before 2:00 p.m., Friday, September 9, 2016 to be considered for this project.

Sincerely,

A handwritten signature in black ink that reads "Jim Priebe". The signature is written in a cursive, flowing style.

Jim Priebe, Director
Warren County Conservation Board

**WARREN COUNTY
CONSERVATION BOARD
PROJECT: FISH Habitat Grant 16-03F
HICKORY HILLS PARK RENOVATION**

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INSTRUCTIONS FOR QUOTATIONS

1 Introduction

Warren County (the "County") invites contractors to provide a quotation for the supply of the goods (if any) and services described in Schedule 'A' (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the County. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may choose, in addition, to also include goods, services or terms that exceed the minimum requirements.

2 Term and Renewals

The County may terminate this contract with or without cause by giving a thirty (30) day notice.

Contractor will be paid for services completed.

3 Address for Delivery

The Quotation shall be submitted to the County at the office of:

Jim Priebe, Director
Warren County Conservation Board
15565 118th AVE
Indianola, Iowa 50125
(515) 961-6169

4 Receiving of Quotation Date

Warren County shall receive quotes on or before 2:00 P.M., Friday, September 9, 2016. Quotes received after 2:00 P.M. may not be considered for this project. Quotations are to be submitted to the office of the contact person in Section 3. Quotations faxed, scanned, or emailed are permitted.

5 Delay of Receipt of Bid

The County accepts no responsibility for delays in the receipt of a quotation due to mail delivery, messenger services, or any other method of delivery. The responsibility for a timely quotation delivery rests with the Contractor.

6 Filing of Quotations

Quotations shall be on the Schedule 'C' furnished. Schedule 'C' must be complete, signed and dated.

**WARREN COUNTY
CONSERVATION BOARD**

7 Quotation Opening Date

The Quotations received will be opened and considered at 2:05 P.M., Friday, September 9, 2016, at the location specified in Section 3.

8 Rejection of Quotations

The County reserves the right to reject any or all bids in whole or in part, to waive irregularities or informalities in any quote, and to accept proposals, which appear to be in the best interest of the County.

9 Inquiries

All inquiries related to this Request for Quotation (“RFQ”) should be directed to the contact person in Section 3.

10 Addenda

If the County determines that an amendment is required to the RFQ, the Director will send any written addendum to the contractors listed in the List of Bidders. Upon submitting a Quotation, Contractors will be deemed to have received notice of all addenda sent by the County.

11 Duration of Quotation

The Quotation will be open for acceptance by the County until:

- a) The date specified in this RFQ or in a Quotation; or
- b) As described in a subsequent written notice which the Contractor shall send to the contact person in Section 3.

12 Acceptance of Quotations

A Quotation will be an offer to the County which, subject to Section 7, the County may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the County unless and until both the Authorized Signatory and the Purchasing Representative have signed on behalf of the County.

13 Reporting of Anti-competitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any Contractors or offers, the County shall prepare a notice of the relevant facts, which shall be transmitted to the County Conservation Board for review and possible involvement of the office the Warren County Attorney.

14 No Contract

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from the RFQ or the submission of Quotations. The County may negotiate changes to any terms of a Quotation, including terms in Schedule 'A' and 'B' and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

15 Interpretation of Documents

If any person who contemplates submitting a quote is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents he may submit to the contact person in Section 3 a request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretations of the proposed contract documents will be made only by addendum. A copy of each addendum will be sent to all contractors listed on the Bidder List. The County will not be responsible for any other explanations or interpretations of the proposed contract documents. All requests for interpretation shall be submitted to the Director by 4:30 p.m. on Thursday, September 8, 2016.

16 Contractor's Expenses

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the County or its representatives and consultants, relating to or arising from the RFQ. The County will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

17 Contractor's Qualifications

Contractors may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid and that they have an adequate plant and equipment to do the work according to Schedule 'A' and have financial resources to complete the proposed work.

18 Conflict of Interest

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the County, its elected or appointed officials or employees. The County may rely on such disclosure.

19 Solicitation of Conservation Board and County Staff

Contractors and their agents will not contact any member of the County Conservation Board or County staff with respect to this RFQ, other than the contact person named in Section 3, at any time prior to the award of a contract or the cancellation of the RFQ.

20 Confidentiality

All Quotations become the property of the County and will not be returned to the Contractor. All Quotations will be held in confidence by the County unless otherwise required by law. Contractors should be aware the County is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act*.

21 Signature

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatures. The Quotation should be executed by all the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted.
- b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the County that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or
- c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

22 Local Conditions

Each Contractor shall visit the site(s) of the work and shall completely inform himself relative to existing structures, obstacles, and other possible construction hazards; utilities and traffic conditions and the procedure necessary to insure uninterrupted services and a minimum of inconvenience to the public; the availability of local labor; the handling and storage of materials and equipment and all other conditions and factors, local and otherwise, which would affect prosecution of the work and its cost. There will be no subsequent financial adjustment for lack of such prior information.

SCHEDULE 'A'

Supplementary Specifications (Project)

Services Pursuant to General Conditions

The Contractor is required, as part of their obligation under the Quotation, to perform the various services and activities in the General Conditions and the Supplementary Specifications (Project) SSP1 to SSP14S hereunder

SSP1 Description of Work

The work involves renovation and expansion of the existing pond at Hickory Hills Park, located at 23752 HWY 69, New Virginia, IA 50210

SSP2 Scope of Work

- Clearing trees and stripping top soil from the work site.
- Raising the existing dam 4 feet.
The current dam is approximately 200' long and 14' at the top. The renovated dam will be approximately 250' long and maintain the original top width.
- Furnish and place 120'-12" dual wall outlet pipe.
- Replace top soil.
- Clean up site.

SSP3 Goods and Materials to be furnished by the Contractor

The Contractor shall furnish all goods, materials and equipment required to complete the work(s). The Contractor will be required to find, load, haul, unload, store and care for all of the goods and materials whether furnished by the Contractor or by the County. The cost of loading, hauling, unloading, storing and caring for the goods and materials required to be furnished by the Contractor shall be included in the prices quoted in Schedule B - Schedule of Quantity Ranges and Unit Prices under the items for which the goods and materials are required. The Contractor shall pay all freight, duty, royalties, wharfage, demurrage, taxes and other charges on the materials he furnishes under this Contract.

SSP4 Locations of Work

See the Project Location Map for locations of work items described in Schedule C. Any additions or removals are expected to be within the project limits shown on the location map.

SSP5 Ranges and Unit Prices

Refer to the attached Schedule C – Quotation for a full list of descriptions and units of measures for each item. Rates for each item shall be estimated per unit of measure.

The County shall negotiate a unit price with the Contractor on items not covered in Schedule C or for quantities at least 25 percent greater than the estimated quantities indicated. All estimated unit costs shall include any work incidental to the proposed improvements and bid items listed.

SSP6 Unit Price

The respective amounts of work to be done and carried out and materials to be furnished in Schedule 'C' are an estimate for purpose of comparing quotations only. The County does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the Work, or to omit portions of the Work that may be deemed necessary or expedient by the County. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in Schedule 'C'.

SSP7 Timing of Work

Work for all items listed in Schedule 'C' shall be performed by the Contractor within the working days provided after the start date.

SSP8 Notification / Schedule of Work

The Contractor shall notify the Operations Coordinator of his work schedule twenty- four (24) hours in advance.

SSP9 Test and Inspections

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Conservation Director timely notice of readiness therefore. All inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor. For all required inspections, tests, and approvals on any Work prepared, performed, the Contractor shall furnish the Conservation Director with the required Certificates of Inspection, testing, or approval. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Conservation Director and at the Contractor's expense. Neither observations by the Conservation Director, or any County Inspector nor inspections, tests or approvals by person other than the Contractor shall relieve the Contractor of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

SSP10 Stop Work

When Work is defective or when the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payment to Sub-Contractors for labor, materials, or equipment, or if the Contractor violates any provisions of these Contract Documents, the Conservation Director may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the Conservation Director to stop the Work shall not give rise to any duty on the part of the Conservation Director to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

SSP11 Correction or Removal of Defective Work

When directed by the Conservation Director the Contractor shall promptly, without cost to the County and as specified by the Conservation Director, correct the defective Work remove it from site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the Conservation Director, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

If, after approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work, or if it has been rejected by the County, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

SSP12 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the Contractor shall pay to the County an appropriate sum to compensate for the defect in the Work.

SSP13 Weather and Job Conditions

No construction shall be undertaken during snow, heavy rain, freezing temperatures or other unsuitable conditions.

SSP14 Environmental Protection

All work shall be conducted in accordance with all applicable legislation, guidelines and best management practices of the Iowa Department of Natural Resources. The deposit or release of debris or deleterious substances into the drainage system (storm sewer and downstream watercourse) will not be permitted.

The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this Quotation.

SCHEDULE 'B'

TERMS AND CONDITIONS

1 Definitions and Interpretation

In these General Terms and Conditions:

- a) "Agreement" has the meaning set out in Section 2;
- b) "County" means Warren County;
- c) "Contractor" means a contractor whose Quotation has been accepted by the County and who is providing the Goods and Services under this Agreement;
- d) "Disbursements" means the actual out-of-pocket costs and expenses which the Contractor incurs in the performance of the Services as identified in the Quotation and reimbursement of which is accepted by the County.
- e) "Fees" means the price quoted by the Contractor and accepted by the County for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- f) "Goods" means the equipment or materials (if any) as described generally in Schedule 'A'; and
- g) "Services" means the services as describe generally in Schedule 'A' including anything and everything required to be done for the fulfillment and completion of this Agreement.

2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- a) The general terms and conditions set out in this Schedule 'B' ("Terms and Conditions") of the Request for Quotations ("RFQ");
- b) The specifications of Goods and Scope of Services set out in Schedule 'A' of the RFQ;
- c) The RFQ;
- d) The Quotation; and
- e) Other terms, if any, that are agreed to by the parties in writing.

Goods and Services

- 3 The Contractor covenants and agrees with the County to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided must meet the specifications and scope set out in Schedule 'A' of the RFQ and as described in the Quotation.
- 4 The County may from time to time, by written notice to the Contractor, make changes in the Scope of Services. The Fees will be increased or decreased by written agreement of the County and the Contractor according to the rates set out in the Quotation.
- 5 The Contractor will, if required in writing by the County, provide additional goods or services as may be listed in the Quotation. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods and services will generally correspond to the fees as described in the Quotation. The Contractor will not provide any additional goods or services in excess of the Scope of Services requested in writing by the County.

- 6 The Contractor will perform the Services with the degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the County is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 7 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the County, forthwith return all monies paid by the County on account of the Goods and in addition the County may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the County from such failure.
- 8 **Time**
- Time is of the essence.

Fees and Disbursements

- 9 The County will pay the Fees and Disbursements to the Contractor in accordance to the Agreement. Payment by the County of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the County.
- 10 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the County. The fees shall also include without limitation all costs of boxing, packing, crating, loading and unloading the Goods at the prescribed destination.

Payment

- 11 Subject to any contrary provisions set out in the Quotation, the Contractor will submit a monthly invoice to the County requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name address and telephone number, the County's purchase order number, the Contractor's invoice number, the names, charge-out-rates and number of hours worked in the previous month of all employees of the Contractor that have performed services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budgeted expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the County provide receipts and invoices for all Disbursements claimed.
- 12 If the County reasonably determines that any portion of an invoice is not payable, then the County will so advise the Contractor.
- 13 The County may hold back from payments 10% of the amount the County determines is payable to the Contractor until such time as the Contractor provides its final report to the County, if applicable.

- 14 The County will pay the invoice, in the amount as the County determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 12, 13, 41 and 42 within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payments terms. The payment by the County of any invoice will not bind the County with respect to any subsequent payment or final payment and will not mean that the County has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

Personnel and Sub-contractors

- 15 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 16 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the County.
- 17 If the County reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the County, replace such personnel or sub-contractors.
- 18 Except as provided for in Section 16, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the County.
- 19 The Contractor will preserve and protect the rights of the County with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the County under this Agreement. The Contractor will be as fully responsible to the County for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

Limited Authority

- 20 The Contractor is not and this agreement does not render the Contractor an agent or employee of the County, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the County, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 21 The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The County will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 16 and 20. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

Confidentiality and Disclosure of Information

- 22** Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the County, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to provide the Goods or complete the Services.
- 23** The Contractor acknowledges that the County is subject to the *Freedom of Information and Protection of Privacy Act* and agrees to any disclosure of information by the County required by law.
- 24** The Contractor agrees to return to the County all of the County's property at the completion of this Agreement, including any and all copies or originals of reports provided by the County.

Warranties

- 25** The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the County or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the County will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the County any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the County determines the Goods or any part do not conform to these warranties, the County shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the County caused by any breach of any of the above warranties.
- 26** The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the County and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnities"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement. **INSURANCE AND DAMAGES 30.** The Contractor will indemnify and save harmless the Indemnities from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of

property, including loss of use, and injury to or death of any person or persons which any of the Indemnities incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

- 27** The indemnities described in Sections 29, 30 and 50(c) will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnities.
- 28** The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the County from insurers licensed to conduct business in Iowa:
- a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Contractors, its employees and agents. The insurance policy will be endorsed to add the County as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to:
- Blanket contractual,
 - Employees as additional insured,
 - Non-owned automobile,
 - Owners and contractors protective liability,
 - Contingent employers' liability,
 - Personal injury, and
 - Where such further risk exists, advertising liability; and
- (b) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
- 29** The Contractor will provide the County with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the County. The Contractor will, on request from the County, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the County with thirty (30) days advance written notice of cancellation or material change. The Contractor will require and ensure that each sub-contractor maintain insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the County or any insurer of the County.
- 30** The Contractor hereby waives all rights of recourse against the County for loss or damage to the Contractor's property.
- 31** Subject to any specific agreements the County and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Contractor will, as part of the Services, cooperate with the County to obtain additional insurance covering

the Services if the County in its discretion determines that additional insurance is required. The County may pay the cost of the premiums for any additional insurance.

- 32** The Contractor acknowledges that any requirements of the County as to the amount of coverage under any policy of insurance will not constitute a representation by the County that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

County Responsibilities

- 33** The County will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the County has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the County in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 34** The County will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 35** If the County observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the County the obligation to inspect the Goods or review the Contractor's performance of the Services.

Deficiencies

- 36** The County shall have a reasonable time to inspect and to accept the Goods. The County may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The County shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the County as a result of the rejection of the Goods are, immediately upon written demand by the County, payable by the Contractor, and may be set off against any payments owing by the County to the Contractor.
- 37** The County may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the County, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

Default and Termination

- 38** In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:

- a) the County reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the County on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the County; or
 - b) if the County does not terminate this Agreement for late shipping or delivery, the County may deduct and set off from any payments owing to the Contractor all additional costs the County reasonably incurs on account of the late shipping or delivery.
- 39** The County may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 40** The County may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the County at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the County's property to the County. Despite any other provision of this Agreement, if the County terminates this Agreement before the completion of all the Services, the County will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the County in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the County to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
- 41** The County may terminate this Agreement for cause as follows:
- a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the County may, without prejudice to any other right or remedy the County may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the County within 5 days after delivery of written notice from the County to the Contractor, then the County may, without prejudice to any other right or remedy the County may have, terminate this Agreement by giving the Contractor further written notice.
- 42** If the County terminates this Agreement as provided by Section 45 then the County may:
- a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - c) set-off the total cost of completing the Services incurred by the County against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and

d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

43 The County will not accept nor be responsible for any restocking charges for any Goods shipped to the County and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

Curing Defaults

44 If the Contractor is in default of any of its obligations under this Agreement, then the County may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the County has any duty or obligation to remedy any default of the Contractor.

Dispute Resolution

45 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this section.

- a) Negotiation – The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Indianola, Iowa. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- c) Litigation if within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

Workers' Compensation Board and Occupational Health and Safety

46 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The County has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the County to the Contractor. The County will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

The Contractor will provide the County with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnities from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnities incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 47 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the State of Iowa, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services as defined in the *Workers Compensation Act*.

The County may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the County be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

The Contractor understands and undertakes to comply with the entire Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

Business License

- 48 The Contractor will obtain and maintain throughout the term of this Agreement a valid County of Warren business license.

General Provision for Goods

- 49 The County may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. Any review of shop drawings by the County will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

Compliance

- 50 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 51 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the County will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

Jurisdiction of Conservation Board

- 52** Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Conservation Board of the County in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

Waiver

- 53** Any failure of the County at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the County's right at any time to avail itself of any remedies as the County may have for any breach of the terms and conditions.

Applicable Law

- 54** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The County and the Contractor accept the jurisdiction of the courts of Iowa and agree that any action under this Agreement shall be brought in such courts.

Notices

- 55** Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- a) by hand, on delivery;
- b) by facsimile, on transmission; or
- c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Quotation. In addition, the County may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the County by email.

Merger and Survival

- 56** The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

Entire Agreement

- 57** This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

SCHEDULE 'C'

QUOTATION

Type of Work Hickory Hills Pond Renovation **Warren County, Iowa**

Project No. FISH Habitat Grant 16-03F

Quotation _____ of _____
(Name of Bidder) (Town) (State)

Location and description: Hickory Hills Park in Warren County Iowa.

To the Conservation Board of Warren County, Iowa: We hereby certify that we are the only person, or persons, interested in providing this quotation as principals; that an examination has been made of the quotation document packet, including any special provisions contained herein, and of the site of the work, and we understand that all quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated herein. We propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices hereinafter set out.

We further propose:

To do all "extra work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums cannot be agreed upon, to perform such work on a force account basis, as provided in the Specifications.

To execute the formal contract within 5 days or forfeit the proposal guarantee furnished herewith.

To begin work by the date specified and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period before completion of the work.

Project Late Start Date	Project Late Finish Date	Liquidated Damages Per Calendar Day
	May 31, 2017	\$50.00

1 BID ITEMS, QUANTITIES, AND PRICES

The Bidder must provide the bid price(s), any alternate price(s), and the total of the base bid plus any add-alternates

ITEM NO.	DESCRIPTION	QTY.	AMOUNT
10	CLEAR TREES	1	
20	STRIP, STOCKPILE TOP SOIL	1	
30	RAISE EXISTING DIKE 4 FEET The current dam is approximately 200' long and 14' at the top. The renovated dam will be approximately 250' long and maintain the original top width.	1	
40	FURNISH AND PLACE 120'-12" DUAL WALL OUTLET PIPE	1	
50	REPLACE TOP SOIL	1	
80	MOBILIZATION	1	
TOTAL BASE QUOTE			

2 If this offer is accepted by the County, such offer and acceptance will create a contract as described in:

- a) the RFQ;
- b) the specifications set out above and in Schedule A of the RFQ;
- c) the General Terms and Conditions;
- d) this Quotation; and
- e) other terms, if any, that are agreed to by the parties in writing

3 Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

4 In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

5 I/We have reviewed the General Terms and Conditions. If requested by the County, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Departure / Alternative

6 The Contractor confirms that this Quotation will be open for acceptance by the County until _____.

7 I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 2016.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

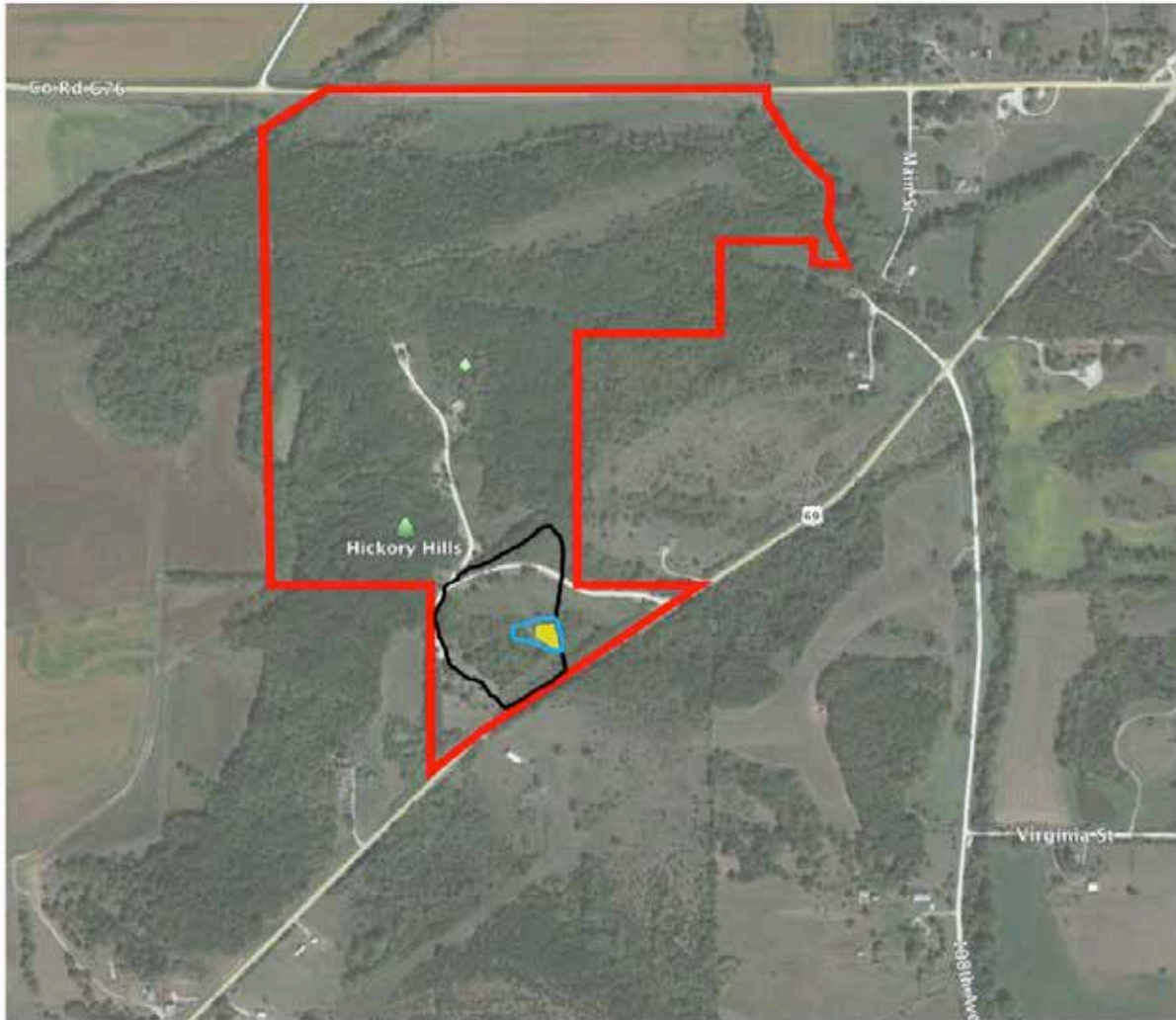
(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

PROJECT LOCATION

Hickory Hills Park



Hickory Hills Park boundary



Existing pond



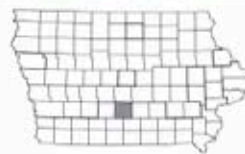
Renovated pond



Watershed



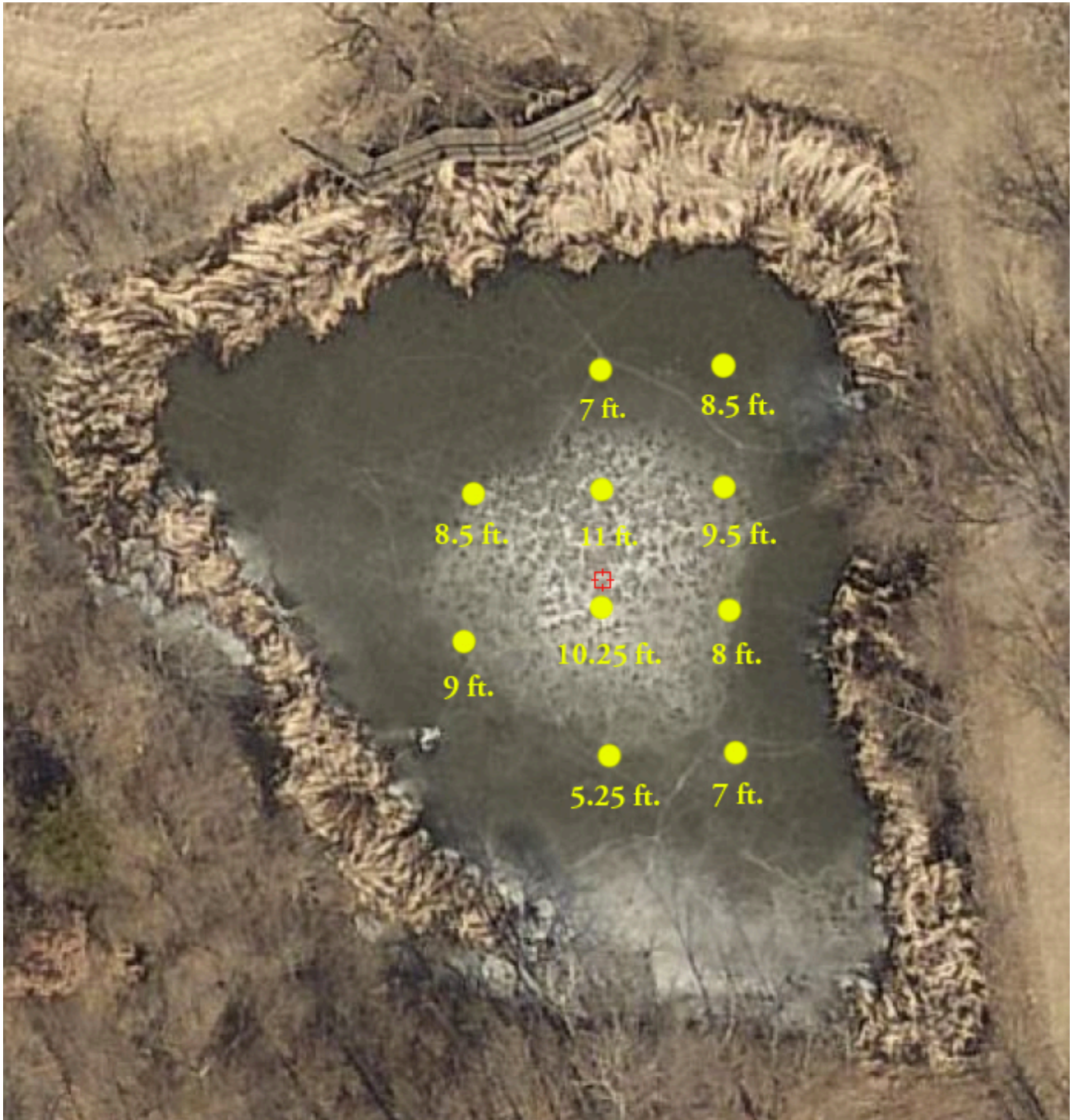
1/2 mile





Hickory Hills Park Pond Proposed Depths

- Increase surface acreage from current 0.30 acres back to original 0.60 acres
- Raise dam to a max depth of 14 ft with an average depth of 8.5 ft
- 2:1 slope from shoreline to pond bottom
- 8 ft wide X 200 ft linear spawning bench set at the 5 ft contour



Pond depths as read summer of 2015.

