

Crawford County Land Conservation Department

Bidding Procedure and Policy

This policy applies to all projects funded by the Department of Agriculture Trade and Consumer Protection.

Adopted February 6, 2007

The following procedures have been developed to minimize potential problems in bidding, construction and certification of cost-shared conservation practices installed in Crawford County.

1. **BID REQUIREMENTS**

Projects with estimated costs greater than **\$2,000** require a minimum of two bids. Projects with estimated costs less than \$2,000 do not require bids.

2. **BID ACCEPTANCE REQUIREMENTS**

- A. All landowners are required to complete projects by the stated completion date. If a project is not completed by the stated completion date the landowner and or cost share recipient may impose the following monetary penalty upon the contractor: A penalty equal to 2% of the accepted bid may be assessed for each week the project is not completed. The prime contractor is responsible for delays caused by subcontractors. **Any contractor that does not complete a project during the construction season (April 1 - October 31) or by the date specified on the contract may not be eligible to bid on projects next season until the outstanding project is completed.** Exceptions are granted if the technician shuts down or delays the project for technical and/or weather related reasons.
- B. A contractor may withdraw his bid within 10 days after the bid is accepted without penalty.
- C. All successful bidders, if requested by the landowner, must provide proof that all their employees are insured by worker's compensation.
- D. All successful bidders, if requested by the landowner, must provide proof of liability insurance or bonding for the project before work can begin.

3. **COPIES OF CONSTRUCTION PLANS**

The landowner will receive copies of the construction plans with additional copies available at the Land Conservation Department office. For all dairy manure storage and milkhouse waste treatment system projects an additional copy of the project's plan view will be provided for milk inspectors to review.

4. **CONSTRUCTION PLAN REVIEW**

Plans will be reviewed by the landowner and technician prior to requesting bids. This includes:

- A. A signed utilities card, operations and maintenance agreement, landowner responsibility sheet and certification of plan.
- B. Review of the bid policy.
- C. The landowner involvement, if any, in the installation of any approved practice with the cost-share agency's approval. Any landowner work will be noted in the plan.
- D. It will be the responsibility of the landowner to present the plan view copy of any manure storage or milkhouse waste treatment system to their milk inspector prior to final plan approval.

5. **NOTICE OF BID REQUESTS**

Bidding procedure information, design and plan specifications will be provided to

contractors by the conservation office. The landowner will send a notice to applicable contractors informing them of the job location, landowner name and phone number, practice type and deadline date for the bid proposal. Invitation to bid by the landowner will include:

- A. A specified date for contractor site showings if determined necessary by the conservation office.
- B. A specified time and date for the return of all bids.
- C. An approved construction plan.
- D. A proposed starting and completion date.

6. **QUANTITIES**

Quantities of work shown for items in the plan are estimates. No adjustments will be made in the cost-share provided for any item on the plan regardless of quantity installed unless approved through a Change Order approved by the Prairie du Chien LCD Office. All quantities and bid amounts will be listed on the plan. The technician and landowner must agree to the change.

7. **SITE SHOWINGS**

A site showing may be scheduled prior to the deadline for submitting bids. Attendance at scheduled site showings is mandatory to submit a qualified bid unless other arrangements are made.

8. **STANDARDS AND SPECIFICATIONS**

All projects will be surveyed, designed and certified complete in accordance with Natural Resources Conservation Service technical standards and specifications.

9. **PRIME CONTRACTOR: DEFINITION AND RESPONSIBILITIES**

Prime Contractors will be responsible for obtaining bids from subcontractors on those items the Prime Contractor will not complete. Project completion is still the responsibility of the Prime Contractor. A Prime Contractor or subcontractor is defined as anyone who derives a substantial portion of their income from the work they are proposing to do.

10. **BID OPENINGS; RIGHTS OF REJECTION/ACCEPTANCE**

Bids will be reviewed by the landowner and may be reviewed by the Land Conservation Committee (LCC). The bids may be made available for public viewing. The cost-share recipient will choose the contractor. The Crawford County Land Conservation Department will cost-share on the lowest "best bid." If the landowner acts as the Primary Contractor the technician's cost estimate will be considered the "best bid".

In the case where all bids come in over or under the estimated best bid range, the estimate will be re-evaluated. If an adjustment to the estimate is warranted one will be made and the original bids will be honored. The right to accept any bid, or reject any or all bids for any reason, is reserved exclusively to the landowner. The Crawford County LCD is not the agent of the landowner, nor of the Prime Contractor nor of any subcontractors.

11. **COST CONTAINMENT**

The best bid price will be determined by averaging all costs for that specific type of work or material over the past 3 years. The source of these costs will be taken from bids submitted for conservation projects in Crawford County.

12. **NOTICE OF BID AWARD**

All bids received by the landowner will be sent to the Land Conservation Department. The landowner will notify the Department of the contractor hired for the job. The landowner is under no obligation to hire the

low bid contractor. The contractor selected will notify the conservation office and the landowner at least one week in advance of the start of construction.

13. **COST-SHARING**

The Prime Contractor will be responsible for the completion of all items noted on the construction plan before any job will be certified complete by the field office. Cost-sharing to the landowner will be based on the "best" bid" submitted (See 10. above), or as noted below. Payments will be made according to the cost-share agency's policies. A landowner who wishes to hire a contractor other than the one submitting the "best" bid may do so with the following restrictions. A landowner who wishes to hire a contractor other than the one submitting the lowest best bid will have to pay 100% of the difference between the bids. Decisions are subject to review by the Land Conservation Committee at the request of the landowner.

14. **PROCEDURES FOR RECEIVING COST-SHARE PAYMENTS**

For DATCP and other qualified cost-shared projects the landowner will receive a check for the cost-share amount specified by presenting a canceled check for the total amount of invoiced, billed or bid work; or a bill marked "paid in full".

Any landowner who does not pay a contractor for any conservation practice project cost-shared with DATCP funds is not eligible for any further cost-sharing.

15. **NOTIFICATION OF UTILITIES**

Notification, locating and protection of public utilities (above and underground wiring or pipelines) shall be the responsibility of the landowner and the Prime Contractor. No work shall proceed without a landowner signed copy of the SCS-ENG-005 Utilities card.

16. **STARTING BARNYARD RUNOFF CONTROL SYSTEMS**

No barnyard runoff control or manure storage system will be started that cannot be completed by October 1st, unless approved by the conservation office.

17. **CONSTRUCTION CHECKS**

Prior to construction, layout and staking of elevations will be done by the conservation office technical staff or by qualified contractors with prior approval. Any further checking of project layout or elevations as designed may be performed by the contractor during construction. Final construction checks will be performed by field office technical staff. The contractor will notify the field office at least 24 hours in advance of the need for a final construction check. It is recommended that the contractor not remove any equipment from the project site until the final construction check is made. Additional expense for returning equipment to the site in the event additional work is required to have the project meet specifications will **not** be cost-shared by **any** funding source.

18. **OTHER REQUIREMENTS AND RESPONSIBILITIES**

- A. The landowner shall remove all necessary fences and livestock before construction begins.
- B. The landowner shall remove manure piles from the work area before construction begins.
- C. The landowner shall provide areas to obtain material for fill and top dressing which are a reasonable distance from and accessible from the construction site.
- D. Only items identified as cost-shared items on the plan are eligible for cost-share reimbursement to the landowner. Other work done as part of the project but not cost-shared will be identified as such and must be bid separately. The contractor may perform other non-project related work for the landowner while on site. That non-project related time and any materials must be billed separately and must appear as such on

- bills and invoices submitted for the cost-shared project.
- E. Cost-sharing payment will be based on “best bid” approved amounts that meet plan standards and specifications.
 - F. The landowner is responsible for obtaining all necessary permits, especially those for streambank protection, **prior** to the start of construction.
 - G. The landowner is responsible for excluding livestock from the construction area during construction and maintaining all temporary fences. Landowner is responsible for any damage done by livestock if they are not properly restricted from the construction area.
 - H. A contractor must cooperate with the landowner to allow livestock to enter and exit from buildings so normal farming operations are maintained and disruptions are minimized.
 - I. The LCD and any or all contractors are held harmless for any losses or damage to a landowner’s livestock or equipment where such livestock or equipment has not been restricted from the construction area.