Time and Date for Bid Submissions: 3:00 PM, 3/5/2025

Wallace State Office Building

502 East 9th Street

Iowa Department of Agriculture and Land Stewardship

Division of Soil Conservation and Water Quality-Water Resources Bureau

Des Moines, Iowa 50319-0050

Time and Date of Bid Opening: 3:30 PM, March 5, 2025

Bid Opening Location: Wallace State Office Building

502 East 9th Street

Des Moines, IA 50319-0050

Bid Opening Teleconference: Call-in number: 1-877-304-9269

Access code: 519321

Project Description and Location: Cal883416C Nutrient Reduction Wetland Project

Section 16, Township 88 North, Range 34 West

Calhoun County, Iowa

#### PROPOSAL AND SCHEDULE OF PRICES

| Proposal of                     |                         |                           |                    |
|---------------------------------|-------------------------|---------------------------|--------------------|
|                                 | (N                      | ame of Bidder)            |                    |
| Located at                      |                         | ( )                       |                    |
| ,                               | (Address)               | (Telephone Number)        |                    |
| Amount of<br>Proposal Guarantee | Description of Work     | Specified Completion Date | Liquidated Damages |
| 10% of Base Bid                 | All Work Except Seeding | November 1, 2025          | \$175.00 Per Day   |
| 10% of base blu                 | Seeding                 | December 15, 2025         | \$125.00 Per Day   |

The undersigned hereby agrees, if awarded the contract, to execute the proposed contract and to furnish satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the contract award within fourteen (14) days from the date when Notice-of-Award is received, and to provide all supervision, labor, materials, and equipment required to complete the project designated above, for the prices hereinafter set forth, in strict compliance with the Contract Documents prepared by the Division.

Further, the parties agree and acknowledge as follows:

- The amount of loss or damages likely to be incurred by Division are uncertain and said loss is incapable or very difficult to quantify and estimate;
- The amount specified for liquidated damages herein bear a reasonable relationship to, and are not plainly or
  grossly disproportionate to, the probable loss likely to be incurred by Division in connection with any delay on
  part of the Contractor;
- The amount of liquidated damages fixed herein bears a reasonable relationship to Division's anticipated losses and/or actual losses;

- The amount of liquidated damages herein fairly approximates Division's loss at the time of making of this Agreement;
- The amount of liquidated damages fixed herein are fair and reasonable and it approximates to the extent possible the actual loss to Division as a result of any delay on the part of Contractor; and
- Division and Contractor are sophisticated parties and negotiated this Agreement at arm's length.

Now therefore, in consideration of the mutual obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Contractor will commence the work after the Preconstruction Conference and by the Construction Start Date approved by Division in the Construction Progress Schedule.
- Contractor will complete the work within the specified time period identified in the contract, or as amended, or be responsible for liquidated damages per day as set forth in the above table.
- The liquidated damages may be withheld from payments made to the Contractor by the Division upon written notice that liquidated damages have begun to accrue, and such damages are in addition to other remedies available as provided for in this contract and applicable law.

A Proposal Guarantee in the amount stipulated herein is included with this proposal, to be forfeited to the Division, if the undersigned fails or refuses to execute the contract and furnish satisfactory Performance Bond, if awarded the contract.

|  | By(Signed)              |        |   |
|--|-------------------------|--------|---|
|  | (Title)                 | (Date) |   |
|  |                         |        |   |
| In executing this proposal, Bidder acknowledges rece | eipt of Addendum Number | dated  | _ |
| In executing this proposal, Bidder acknowledges rece | ipt of Addendum Number  | dated  | _ |
| In executing this proposal, Bidder acknowledges rece | ipt of Addendum Number  | dated  | _ |

## **SCHEDULE OF PRICES**

| Cal883416C Project |  |
|--------------------|--|
| Contract No. 25-02 |  |

Section 16, Township 88 North, Range 34 West, Calhoun County, Iowa

Name of Bidder:

| Item<br>No. | Work or Material                      | Spec No. | Estimated<br>Quantity | Unit | Unit<br>Price | Total |
|-------------|---------------------------------------|----------|-----------------------|------|---------------|-------|
| 1           | SITE STRIPPING & PREPARATION          | IA-001   | 1                     | LS   |               |       |
| 2           | STRUCTURE & CHANNEL SEEDING           | IA-006   | 3.0                   | AC   |               |       |
| 3           | BUFFER SEEDING                        | IA-006   | 17.6                  | AC   |               |       |
| 4           | MOBILIZATION                          | IA-008   | 1                     | LS   |               |       |
| 5           | DRAIN TILE INVESTIGATION & REMOVAL    | IA-009   | 1                     | LS   |               |       |
| 6           | ALUMINUM TOE WALL OUTLET<br>STRUCTURE | IA-081   | 1                     | LS   |               |       |
| 7           | EXCAVATION, GENERAL (P)               | IA-021   | 53,800                | CY   |               |       |
| 8           | EARTHFILL, GENERAL (P)                | IA-023   | 31,500                | CY   |               |       |
| 9           | EARTHFILL, EMBANKMENT (P)             | IA-023   | 13,400                | CY   |               |       |
| 10          | EARTHFILL, CORE TRENCH (P)            | IA-023   | 8,500                 | CY   |               |       |
| 11          | TOPSOILING (P)                        | IA-026   | 11,400                | CY   |               |       |
| 12          | 6" DRAIN TILE, PERF. POLYETHYLENE     | IA-046   | 200                   | LF   |               |       |
| 13          | 12" DRAIN TILE, PERF. POLYETHLENE     | IA-046   | 641                   | LF   |               |       |
| 14          | 4" TOE DRAIN TILE, PER. POLYETHLYENE  | IA-046   | 1,855                 | LF   |               |       |
| 15          | 6" DRAIN TILE OUTLET                  | IA-051   | 20                    | LF   |               |       |
| 16          | 12" DRAIN TILE OUTLET                 | IA-051   | 40                    | LF   |               |       |
| 17          | 18" CORRUGATED METAL PIPE             | IA-051   | 212                   | LF   |               |       |
| 18          | DRAWDOWN STRUCTURE                    | IA-051   | 1                     | LS   |               |       |
| 19          | RISER INLET STRUCTURE                 | IA-051   | 1                     | LS   |               |       |
| 20          | STOP LOG STORAGE STRUCTURE            | IA-051   | 1                     | LS   |               |       |
| 21          | WET WELL & PUMP SYSTEM                |          | 1                     | LS   |               |       |
| 22          | ROCK RIPRAP (IADOT CLASS E)           | IA-061   | 653                   | TN   |               |       |
| 23          | EROSION STONE                         | IA-061   | 60                    | TN   |               |       |
| 24          | CROP DAMAGE                           | IA-001   |                       | AC   |               |       |

TOTAL BASE BID.....\$\_\_\_\_\_\_\_

### THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTARIZED, OR THIS BID WILL BE REJECTED

### **AFFIDAVIT**

| (Name  | e of Firm)   |
|--|--|
| Located at   |  |
| the Contract Documents, carefully prepared the Proposal and submitting; and that said Bidder, or the agents, officers, or expectations are the contract Documents and the Proposal and Submitting; and that said Bidder, or the agents, officers, or expectations. | to have personal knowledge that said Bidder has thoroughly examined and Schedule of Prices form, and has checked the same in detail before employees thereof, have not, either directly or indirectly, entered into herwise taken any action in restraint of free competitive bidding in |
|  | (Signed)   |
| Subscribed and sworn to before me this day   |  |
| of, 2025   |  |
| (Signed, Notary)   |  |
| My Commission Expires, 20  |  |

END OF DOCUMENT CC

State of Iowa

# Iowa Department of Agriculture and Land Stewardship DIVISION OF SOIL CONSERVATION AND WATER QUALITY

#### **KNOW ALL PERSONS BY THESE PRESENTS:**

| That we,  |  |
|---|--|
|   | as PRINCIPAL   |
| and   |  |
| of  | _as SURETY(S).   |
| are hereby held and firmly bound unto th  | State of Iowa in the penal sum of  |
| /100 Dollars <u>(\$</u>   |  |
| and <b>SURETY(S)</b> bind themselves, their by these presents.  | eirs, executors, administrators, successors and assigns, jointly and severally, firmly   |
|   | that whereas the <b>PRINCIPAL</b> is herewith submitting to the Iowa Department of on of Soil Conservation and Water Quality, hereinafter called the <b>DIVISION</b> its   |
| Nutrient Reduction Wetland Pro<br>Section 16, Township 88 North,<br>Project ID: Cal883416C<br>Bid No. 25-02 | ect<br>Range 34 West, Calhoun County, Iowa   |
| the <b>DIVISION</b> and the <b>PRINCIPAL</b> shaterms of the Proposal and Schedule of Pr                    | hat, if said proposal is rejected by the <b>DIVISION</b> , or if said proposal is accepted by l enter into a contract in the form specified by the <b>DIVISION</b> in accordance with the ess (Document CC) and shall furnish a bond for the faithful performance of said <b>SION</b> , this obligation shall be null and void. Otherwise, it shall remain in full force |
| herein or fails to furnish the performance <b>PRINCIPAL</b> and <b>SURETY(S)</b> agree to                   | ted by the <b>DIVISION</b> and the <b>PRINCIPAL</b> fails to enter into the contract as defined bond as noted above, within fourteen (14) days of the approval of the award, the orfeit to the <b>DIVISION</b> the penal sum herein mentioned, it being understood that the ent exceed the penal sum or this obligation.   |
|   | his instrument under their several seals this day of, 2025, being hereto affixed and these presents duly signed by its undersigned representative /.   |
| PRINCIPAL   | SURETY   |
| By  | Ву   |
|   | Print Name:  |
|   |  |
| If a partnership, all partners must sign  |  |

END OF DOCUMENT EE