

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

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the State of Iowa, acting through:

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality

hereinafter called the ***DIVISION***, and

(Name of Company)

(Address)

(City, State, Zip)

hereinafter called the ***CONTRACTOR***.

WITNESSETH: that the ***DIVISION*** agrees to pay the ***CONTRACTOR*** the contract price provided herein for the fulfillment of the work and performance of the covenants set forth herein, and the ***CONTRACTOR*** agrees to commence and complete the project described as follows:

Nutrient Reduction Wetland Project Construction Contract
Section 01, Township 88 North, Range 33 West, Calhoun County, Iowa
Project ID: Cal883301A

AND

Section 20, Township 88 North, Range 32 West, Calhoun County, Iowa
Project ID: Cal883220A

Bid No. 25-12

for the sum of _____/100 Dollars (\$ _____ .__) and all extra work in connection therewith as modified by approved Change Orders and Amendments, all in accordance with the terms and conditions herein contained; and to furnish at the ***CONTRACTOR'S*** own proper cost and expense, all materials, equipment, supervision, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, ready for continuous operation, the above-mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice-to-Bidders (*Document AA*)
2. Instructions to Bidders (*Document BB*)
3. Proposal and Schedule of Prices (*Document CC*)
4. This Instrument – Construction Contract (*Document DD*)
5. General Conditions (*Document FF*)
6. Special Conditions (*Document GG*)
7. Approved Change Orders (*Document HH*)
8. Approved Construction Contract Amendments (*Document II*)
9. Construction Specifications
10. Drawings, Sheet Numbers A.1 - X.1 (25 sheets)
11. Notice-of-Award (*Document LL*)
12. Construction Progress Schedule (*Document JJ*)
13. Notice-to-Proceed (*Document MM*)
14. Performance Bond (*Document NN*)
15. Addenda (when applicable)

The **CONTRACTOR** shall complete the Construction Progress Schedule (*Document JJ*) form provided within fourteen (14) days of the date that the Notice-of-Award is received. Should there be any reason why the Construction Progress Schedule needs adjustment, those changes may be made by mutual agreement between the **DIVISION** and the **CONTRACTOR** as set forth in Paragraph 3-21 of Document FF. The Notice-to-Proceed will be issued within five (5) days of the execution of Contract, provided that the Construction Progress Schedule is approved by Division.

The **CONTRACTOR** shall schedule and attend a Preconstruction Conference with the **DIVISION** and the **ENGINEER**. The Preconstruction Conference shall be held within seven (7) days prior to the Construction Start Date specified in the accepted Construction Progress Schedule, or earlier by mutual agreement. No work may commence on site prior to the Preconstruction Conference. If the **CONTRACTOR** plans to adjust the Construction Start Date, this shall be communicated to the **DIVISION** as soon as possible to allow scheduling of the Preconstruction Conference.

The **CONTRACTOR** hereby agrees to complete the work within the contract period, or to pay liquidated damages. All work except for seeding must be completed by September 1, 2026, and the seeding must be completed by September 15, 2026.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa to hear, determine and render judgments as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in the day and year first aforementioned.

FOR THE DIVISION

Grant D. Menke, Deputy Secretary
Iowa Department of Agriculture and Land Stewardship

(Date)

FOR THE CONTRACTOR

(Company Representative)

(Date)

(Name of Company)

(Address of Company)

(City, State, Zip Code)

Seal if by a corporation

Identification Number

Soc. Sec. No. _____

or

Fed. ID No. _____

Iowa Department of Inspections, Appeals & Licensing

Public Registration No. _____

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, _____
of _____ as **PRINCIPAL**,
and _____
of _____ as **SURETY(S)**,
are hereby held and firmly bound unto the State of Iowa in the penal sum of _____
_____/100 Dollars (\$ _____) for the payment, whereof, the said **PRINCIPAL**
and **SURETY(S)** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** is herewith submitting to the Iowa Department of
Agriculture and Land Stewardship, Division of Soil Conservation and Water Quality, hereinafter called the **DIVISION** its
sealed contract for the following:

Nutrient Reduction Wetland Project Construction Contract
Section 01, Township 88 North, Range 33 West, Calhoun County, Iowa
Project ID: Cal883301A

AND

Section 20, Township 88 North, Range 32 West, Calhoun County, Iowa
Project ID: Cal883220A

Bid No. 25-12

NOW THEREFORE,

the conditions of this obligation are such that, if said proposal is rejected by the **DIVISION**, or if said proposal is accepted by
the **DIVISION** and the **PRINCIPAL** shall enter into a contract in the form specified by the **DIVISION** in accordance with the
terms of the Proposal and Schedule of Prices (Document CC) and shall furnish a bond for the faithful performance of said
contract in the form specified by the **DIVISION**, this obligation shall be null and void. Otherwise, it shall remain in full force
and effect.

In the event that the said proposal is accepted by the **DIVISION** and the **PRINCIPAL** fails to enter into the contract as defined
herein or fails to furnish the performance bond as noted above, within fourteen (14) days of the approval of the award, the
PRINCIPAL and **SURETY(S)** agree to forfeit to the **DIVISION** the penal sum herein mentioned, it being understood that the
liability of the **SURETY(S)** shall in no event exceed the penal sum or this obligation.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20____,
the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative
pursuant to authority of its governing body.

PRINCIPAL

By _____

SURETY

By _____
Print Name:

If a partnership, all partners must sign.

END OF DOCUMENT EE