

Time and Date for Bid Submissions: 3:00 PM, 8/1/2024
 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: 3:10 PM, August 1, 2024
 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: Bre911312B Nutrient Reduction Wetland Project
 Section 12, Township 91 North, Range 13 West
 Bremer County, Iowa

PROPOSAL AND SCHEDULE OF PRICES

Proposal of _____
 (Name of Bidder)

Located at _____ () _____
 (Address) (Telephone Number)

Amount of Proposal Guarantee	Description of Work	Specified Completion Date	Liquidated Damages
10% of Base Bid	All Work Except Seeding	June 1, 2025	\$175.00 Per Day
	Seeding	June 30, 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 receipt of Addendum Number _____ dated _____

In executing this proposal, Bidder acknowledges receipt of Addendum Number _____ dated _____

In executing this proposal, Bidder acknowledges receipt of Addendum Number _____ dated _____

SCHEDULE OF PRICES

Bre911312B Project
 Section 12, Township 91 North, Range 13 West, Bremer County, Iowa

Contract No. 24-04

Name of Bidder: _____ **Phone:** _____

Item No.	Work or Material	Spec No.	Est. Quantity	Unit	Unit Price	Total
1	SITE STRIPPING & PREPARATION	IA-001	1	LS		
2	CROP DAMAGE	IA-001	-	AC		
3	STRUCTURE & CHANNEL SEEDING	IA-006	2.5	AC		
4	BUFFER SEEDING	IA-006	6.3	AC		
5	MOBILIZATION AND DEMOBILIZATION	CS-008	1	LS		
6	DRAIN TILE INVESTIGATION AND REMOVAL	IA-009	5,603	LF		
7	STEEL SHEET PILING	IA-013	414	SF		
8	EXCAVATION (GENERAL (P))	IA-021	6,552	CY		
9	EARTHFILL (GENERAL (P))	IA-023	963	CY		
10	EARTHFILL (GENERAL DAM (P))	IA-023	3,010	CY		
11	EARTHFILL (DAM CORE (P))	IA-023	3,527	CY		
12	EARTHFILL (SCARIFY AND RECOMPACT 12" LAYER OF WETLAND BOTTOM (P))	IA-023	3,432	CY		
13	TOPSOIL PLACEMENT, 6 INCH	IA-026	4,276	CY		
14	TOPSOIL PLACEMENT, 12 INCH	IA-026	3,122	CY		
15	8" CORRUGATED POLYETHYLENE PIPE (PERF)	IA-046	521	LF		
16	12" CORRUGATED PROFILE WALL (DUAL WALL) POLYETHYLENE PIPE	IA-046	298	LF		
17	17 18" CORRUGATED PROFILE WALL (DUAL WALL) POLYETHYLENE PIPE	IA-046	2,343	LF		
18	12" RISER INLET STRUCTURE, HICKENBOTTOM 1 EA	IA-046	1	EA		
19	18" CMP DRAWDOWN STRUCTURE	IA-051	1	EA		
20	48" CMP WATER CONTROL STRUCTURE	IA-051	1	EA		

Continued on next page

21	12" CMP DRAWDOWN WETLAND OUTLET PIPE	IA-051	84	LF		
22	15" CMP TILE OUTLETS (20 LF EACH)	IA-051	1	EA		
23	24" CMP TILE OUTLETS (20 LF EACH)	IA-051	1	EA		
24	RIP RAP	IA-061	430	TON		
25	2" CLEAN STONE	IA-061	60	TON		
26	CONCRETE GROUT	IA-062	63	CY		
27	POLLUTION CONTROL, SILT FENCE	IA-005	120	LF		
28	POLLUTION CONTROL, TYPE 4 RECP	IA-005	385	SY		
29	FENCE REMOVAL	IA-001	1	LS		

TOTAL BASE BID.....\$ _____

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

AFFIDAVIT

The signatory, being duly sworn, does depose and say that the undersigned is an authorized representative of:

(Name of Firm)

Located at _____

hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge that said Bidder has thoroughly examined the Contract Documents, carefully prepared the Proposal and Schedule of Prices form, and has checked the same in detail before submitting; and that said Bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion or fraud, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

(Signed)

Subscribed and sworn to before me this _____ day
of _____, 2024

(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, _____
of _____ as **PRINCIPAL**,
and _____
of _____ as **SURETY(S)**,
are hereby held and firmly bound unto the State of Iowa in the penal sum of _____
_____ and _____/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
Section 12, Township 91 North, Range 13 West, Bremer County, Iowa
Project ID: Bre911312B
Bid No. 24-04

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 _____, 2024,
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