Time and Date for Bid Submissions:	 3:00 PM, 5/29/2025 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:	3:10 PM, May 29, 2025
Bid Opening Location:	Wallace State Office Building
	502 East 9 th Street
	Des Moines, IA 50319-0050
Bid Opening Teleconference:	Call-in number: 1-877-304-9269
	Access code: 519321
Project Description and Location:	Chi941415B Nutrient Reduction Wetland Project
	Section 15, Township 94 North, Range 14 West
	Chickasaw 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	November 30, 2025	\$175.00 Per Day	
	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.

	Ву		
	(Signed)		
	(Title)	(Date)	
In executing this proposal, Bidder acknowledges rece	ipt 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

Chi941415B Project Contract No. 25-06 Section 15, Township 94 North, Range 14 West, Chickasaw County, Iowa

Name of Bidder: _____

No.Work or MaterialSpec No.QuantityUnitPriceTotal1Site Stripping & PreparationIA-CS-0011LS2Crop DamageIA-CS-0061.9AC3Structure & Channel SeedingIA-CS-0063.5AC4Buffer SeedingIA-CS-0063.5AC5Mobilization & DemobilizationIA-CS-0063.5AC6Drain Tile Investigation & RemovalIA-CS-00948HR7Steel Sheet PilingIA-CS-0212,751CY9Earthfill General)IA-CS-023769CY10Earthfill (General Dam)IA-CS-0233,591CY11Earthfill (General Dam)IA-CS-02470CY12Drainfill, FineIA-CS-02470CY14HDPE Pipe (Perforated) </th <th>Item</th> <th></th> <th></th> <th>Estimated</th> <th></th> <th>Unit</th> <th></th>	Item			Estimated		Unit	
2 Crop Damage IA-CS-001 AC 3 Structure & Channel Seeding IA-CS-006 1.9 AC 4 Buffer Seeding IA-CS-006 3.5 AC 5 Mobilization & Demobilization IA-CS-008 1.0 LS 6 Drain Tile Investigation & Removal IA-CS-009 48 HIR 7 Steel Sheet Piling IA-CS-021 2,751 CY 9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General Dam) IA-CS-023 3,591 CY 11 Earthfill (General Dam) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-023 3,591 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated) IA IF IF 8 S'Diameter IA-CS-046 14,72 LF 8 S'Diameter IA-CS-046 306 LF 15	No.			Quantity		Price	Total
3 Structure & Channel Seeding IA-CS-006 1.9 AC 4 Buffer Seeding IA-CS-006 3.5 AC 5 Mobilization & Demobilization IA-CS-008 1.0 LS 6 Drain Tile Investigation & Removal IA-CS-009 48 HR 7 Steel Sheer Piling IA-CS-013 1.285 SF 8 Excavation (General) IA-CS-023 769 CY 9 Earthfill (General Dam) IA-CS-023 8,160 CY 10 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (General Dam) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-026 2,615 CY 13 Topsoil Strip, Salvage, Respread IA-CS-046 1,472 LF B 8''Diameter IA-CS-046 1,472 LF C 10''Diameter IA-CS-046 306 LF 15 HDPE Pipe (Non-perforated) IF IF IF	1		4	1	LS		
4 Buffer Seeding IA-CS-006 3.5 AC 5 Mobilization & Demobilization IA-CS-008 1.0 LS 6 Drain Tile Investigation & Removal IA-CS-009 48 HR 7 Steel Sheet Piling IA-CS-013 1,285 SF 8 Excavation (General) IA-CS-021 2,751 CY 9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General Dam) IA-CS-023 3,591 CY 11 Earthfill (General Dam) IA-CS-024 70 CY 12 Drainfill, Fine IA-CS-026 2,615 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated)	2		IA-CS-001				
5 Mobilization & Demobilization IA-CS-008 1.0 LS 6 Drain Tile Investigation & Removal IA-CS-009 48 HR 7 Steel Sheet Piling IA-CS-013 1.285 SF 8 Excavation (General) IA-CS-021 2.751 CY 9 Earthfill (General) IA-CS-021 2.751 CY 10 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (General Dam) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-026 2,615 CY 13 Topsoil Strip, Salvage, Respread IA-CS-046 1,472 LF B B' Diameter IA-CS-046 1,472 LF B 8'' Diameter IA-CS-046 306 LF 15 HDPE Pipe (Non-perforated) IF IF 16 Dual-Wall HDPE Pipe IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe IA-CS-046 204 LF	3	Structure & Channel Seeding	IA-CS-006	1.9	AC		
6 Drain Tile Investigation & Removal IA-CS-009 48 HR 7 Steel Sheet Piling IA-CS-013 I.285 SF 8 Excavation (General) IA-CS-021 2.751 CY 9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General) IA-CS-023 3.591 CY 11 Earthfill (General Dam) IA-CS-023 3.591 CY 12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated) IA-CS-046 1,472 LF B 8" Diameter IA-CS-046 457 LF C 10° Diameter IA-CS-046 508 LF 15 HDPE Pipe (Non-perforated) IA IA 6" Diameter IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe IA-CS-046 254 LF IA-CS-046 1450 17 <td>4</td> <td>Buffer Seeding</td> <td>IA-CS-006</td> <td>3.5</td> <td>AC</td> <td></td> <td></td>	4	Buffer Seeding	IA-CS-006	3.5	AC		
7 Steel Sheet Piling IA-CS-013 1,285 SF 8 Excavation (General) IA-CS-021 2,751 CY 9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General) IA-CS-023 8,160 CY 11 Earthfill (General Dam) IA-CS-023 3,591 CY 11 Earthfill (General Dam) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated) A 6" Diameter IA-CS-046 1,472 LF B 8" Diameter IA-CS-046 508 LF 15 HDPE Pipe (Non-perforated) A 6" Diameter IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe <td>5</td> <td>Mobilization & Demobilization</td> <td>IA-CS-008</td> <td>1.0</td> <td>LS</td> <td></td> <td></td>	5	Mobilization & Demobilization	IA-CS-008	1.0	LS		
8 Excavation (General) IA-CS-021 2,751 CY 9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (Dam Core) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated) A 6' Diameter IA-CS-046 1,472 LF B 8'' Diameter IA-CS-046 457 LF C 10'' Diameter IA-CS-046 306 LF 15 HDPE Pipe (Non-perforated) A 6'' Diameter IA-CS-046 306 LF 16 Dual-Wall HDPE Pipe	6	Drain Tile Investigation & Removal	IA-CS-009	48	HR		
9 Earthfill (General) IA-CS-023 769 CY 10 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (Dam Core) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated)	7	Steel Sheet Piling	IA-CS-013	1,285	SF		
10 Earthfill (General Dam) IA-CS-023 8,160 CY 11 Earthfill (Dam Core) IA-CS-023 3,591 CY 12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated)	8	Excavation (General)	IA-CS-021	2,751	CY		
11Earthfill (Dam Core)IA-CS-023 $3,591$ CY12Drainfill, FineIA-CS-02470CY13Topsoil Strip, Salvage, RespreadIA-CS-026 $2,615$ CY14HDPE Pipe (Perforated)Image: Constraint of the second secon	9	Earthfill (General)	IA-CS-023	769	CY		
12 Drainfill, Fine IA-CS-024 70 CY 13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated)	10	Earthfill (General Dam)	IA-CS-023	8,160	CY		
13 Topsoil Strip, Salvage, Respread IA-CS-026 2,615 CY 14 HDPE Pipe (Perforated) IA-CS-046 1,472 LF A 6" Diameter IA-CS-046 457 LF B 8" Diameter IA-CS-046 508 LF C 10" Diameter IA-CS-046 508 LF 15 HDPE Pipe (Non-perforated) IA-CS-046 306 LF C 10" Diameter IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe IA-CS-046 254 LF A 6" Diameter IA-CS-046 350 LF 17 Reinforced Concrete Pipe: 12" Diameter IA-CS-046 14 LS 18 Stoplog Storage Structure IA-CS-031 19 LF 19 Modified SW-402 Water Control Structure IA-CS-031 1 EA 21 Flared End Section - 12" Diameter IA-CS-031 1 EA 22 Outlet Riser Structure IA-CS-051 2 EA 23 CMP Tile Outlets IA-CS-051 2 EA	11	Earthfill (Dam Core)	IA-CS-023	3,591	CY		
14 HDPE Pipe (Perforated) IA-CS-046 1,472 LF B 8" Diameter IA-CS-046 457 LF C 10" Diameter IA-CS-046 457 LF 15 HDPE Pipe (Non-perforated) IA-CS-046 306 LF C 10" Diameter IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe IA-CS-046 254 LF A 6" Diameter IA-CS-046 254 LF B 8" Diameter IA-CS-046 350 LF 16 Dual-Wall HDPE Pipe IA-CS-046 350 LF 17 Reinforced Concrete Pipe: 12" Diameter IA-CS-031 89 LF 18 Stoplog Storage Structure IA-CS-031 1 EA 20 SW-512 Circular Area Intake IA-CS-031 1 EA 21 Flared End Sec	12	Drainfill, Fine	IA-CS-024	70	CY		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	13	Topsoil Strip, Salvage, Respread	IA-CS-026	2,615	CY		
B 8" Diameter IA-CS-046 457 LF C 10" Diameter IA-CS-046 508 LF 15 HDPE Pipe (Non-perforated) IA-CS-046 306 LF A 6" Diameter IA-CS-046 306 LF C 10" Diameter IA-CS-046 206 LF C 10" Diameter IA-CS-046 206 LF 16 Dual-Wall HDPE Pipe IA-CS-046 254 LF A 6" Diameter IA-CS-046 254 LF B 8" Diameter IA-CS-046 350 LF 17 Reinforced Concrete Pipe: 12" Diameter IA-CS-031 89 LF 18 Stoplog Storage Structure IA-CS-031 1 EA 20 SW-512 Circular Area Intake IA-CS-031 1 EA 21 Flared End Section - 12" Diameter IA-CS-031 1 EA 22 Outlet Riser Structure IA-CS-031 1 EA 23 <td< td=""><td>14</td><td>HDPE Pipe (Perforated)</td><td></td><td></td><td></td><td></td><td></td></td<>	14	HDPE Pipe (Perforated)					
C10" DiameterIA-CS-046508LF15HDPE Pipe (Non-perforated)IA-CS-046306LFA6" DiameterIA-CS-046206LFC10" DiameterIA-CS-046206LF16Dual-Wall HDPE PipeIA-CS-046254LFA6" DiameterIA-CS-046350LFB8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAA8" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	А	6" Diameter	IA-CS-046	1,472	LF		
15HDPE Pipe (Non-perforated)IA-CS-046306LFA6" DiameterIA-CS-046206LFC10" DiameterIA-CS-046206LF16Dual-Wall HDPE PipeIA-CS-046254LFA6" DiameterIA-CS-046350LFB8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAA8" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	В	8" Diameter	IA-CS-046	457	LF		
A6" DiameterIA-CS-046306LFC10" DiameterIA-CS-046206LF16Dual-Wall HDPE PipeIA-CS-046254LFA6" DiameterIA-CS-046254LFB8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-0461LS18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAB12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	С	10" Diameter	IA-CS-046	508	LF		
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16Dual-Wall HDPE PipeIA-CS-046254LFA6" DiameterIA-CS-046350LFB8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAA8" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	А	6" Diameter	IA-CS-046	306	LF		
A6" DiameterIA-CS-046254LFB8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	С	10" Diameter	IA-CS-046	206	LF		
B8" DiameterIA-CS-046350LF17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAB12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	16	Dual-Wall HDPE Pipe					
17Reinforced Concrete Pipe: 12" DiameterIA-CS-03189LF18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile OutletsIA-CS-0512EAB12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	А	6" Diameter	IA-CS-046	254	LF		
18Stoplog Storage StructureIA-CS-0461LS19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	В	8" Diameter	IA-CS-046	350	LF		
19Modified SW-402 Water Control StructureIA-CS-0311EA20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	17	Reinforced Concrete Pipe: 12" Diameter	IA-CS-031	89	LF		
20SW-512 Circular Area IntakeIA-CS-0311EA21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	18	Stoplog Storage Structure	IA-CS-046	1	LS		
21Flared End Section - 12" DiameterIA-CS-0311EA22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	19	Modified SW-402 Water Control Structure	IA-CS-031	1	EA		
22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	20	SW-512 Circular Area Intake	IA-CS-031	1	EA		
22Outlet Riser StructureIA-CS-0311EA23CMP Tile Outlets	21	Flared End Section - 12" Diameter	IA-CS-031	1	EA		
A8" DiameterIA-CS-0512EAB12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA				1	EA		
B12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	23	CMP Tile Outlets					
B12" DiameterIA-CS-0511EA24Tile Connection - 10" Diameter or SmallerIA-CS-04632EA	Α	8" Diameter	IA-CS-051	2	EA		
	В		1		EA		
	24	Tile Connection - 10" Diameter or Smaller	IA-CS-046	32	EA		
23 Kipiap IA-C3-001 312 1N	25	Riprap	IA-CS-061	512	TN		
26 Grout IA-CS-062 79 CY			1				

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_____, 20____

(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	
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 Section 15, Township 94 North, Range 14 West, Chickasaw County, Iowa Project ID: Chi941415B Bid No. 25-06

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 <u>day of</u>, 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_____

If a partnership, all partners must sign.

SURETY

By _____

Print Name:

END OF DOCUMENT EE