

Time and Date for Bid Submissions: 3:00 PM, May 29, 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: 3:15 PM, May 29, 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: Heartland East 23-24 Batch and Build Edge-of-Field Project
Cedar, Scott, Johnson, and Muscatine 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	February 15, 2025	\$175.00 Per Day
	Seeding	May 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 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

Heartland East 23-24 Batch and Build Edge-of-Field Project
 Contract No. EOF-24-01
 Cedar, Scott, Johnson, and Muscatine County, Iowa

Name of Bidder: _____

Bioreactor Installations						
Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
1	Inlet WCS (3 Chamber, H1=8', D1= 12", D2= 6")	CPS-587, IA-605	1	EA		
2	Inlet WCS (3 Chamber, H1=6', D1=6", D2=6")	CPS-587, IA-605	2	EA		
3	Inlet WCS (3 Chamber, H1= 6', D1= 8", D2= 6")	CPS-587, IA-605	4	EA		
4	Inlet WCS (3 Chamber, H1= 6', D1= 12", D2= 6")	CPS-587, IA-605	1	EA		
5	Inlet WCS (3 Chamber, H1= 6', D1= 10", D2=6")	CPS-587, IA-605	5	EA		
6	Inlet WCS (3 Chamber, H1= 6', D1= 15", D2= 6")	CPS-587, IA-605	1	EA		
7	Outlet WCS (2 Chamber, H2= 8', D3= 8")	CPS-587, IA-605	1	EA		
8	Outlet WCS (2 Chamber, H2= 8', D3= 6")	CPS-587, IA-605	3	EA		
9	Outlet WCS (2 Chamber, H2= 6', D3= 6")	CPS-587, IA-605	11	EA		
10	6" Rodent Guard	IA-620, IA-605	2	EA		
11	8" Rodent Guard	IA-620, IA-605	4	EA		
12	10" Rodent Guard	IA-620, IA-605	4	EA		
13	12" Rodent Guard	IA-620, IA-605	1	EA		
14	6" Diameter 20' Section CMP Outlet	IA-620, IA-605	2	EA		
15	8" Diameter 20' Section CMP Outlet	IA-620, IA-605	4	EA		

16	10" Diameter 20' Section CMP Outlet	IA-620, IA-605	2	EA		
17	10" Diameter 25' Section CMP Outlet	IA-620, IA-605	1	EA		
18	10" Diameter 40' Section CMP Outlet	IA-620, IA-605	1	EA		
19	12" Diameter 20' Section CMP Outlet	IA-620, IA-605	1	EA		
20	6" Perforated CPT	IA-45, IA- 605	644	ft		
21	6" Non-perforated Pipe	IA-45, IA- 605	1640	ft		
22	8" Non-perforated Pipe	IA-45, IA- 605	250	ft		
23	10" Non-perforated Pipe	IA-45, IA- 605	200	ft		
24	12" Non-perforated Pipe	IA-45, IA- 605	80	ft		
25	15" Non-perforated Pipe	IA-45, IA- 605	40	ft		
26	6" End Cap	IA-45, IA- 605	37	EA		
27	6" Backflow Valve	IA-45, IA- 605	14	EA		
28	8" Backflow Valve	IA-45, IA- 605	1	EA		
29	Class 2 Non-Woven Geotextile Fabric	IA-95, IA- 605	2945	sq yd		
30	4 Millimeter Plastic	IA-45, IA- 605	4970	sq yd		
31	Woodchips	IA-605	4136	cu yd		
32	Clearing and Grubbing	IA-01, IA- 605	1	LS		
33	Tree Removal	IA-01, IA- 605	1	LS		
34	Seeding	IA-06, IA- 605	3.5	AC		
35	Tile Investigation	IA-09, IA- 605	14	HR		
36	Earthwork & Grading	IA-605	6876	CY		
37	Native Grass Seed	IA-06, IA- 605	0.5	AC		

38	Cool Season Grass Seed	IA-06, IA-605	2.5	AC		
TOTAL From this Section						

Saturated Buffer Installations						
Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
39	WCS (3 Chamber, H=6', D=8")	CPS-587, IA-604	6	EA		
40	WCS (3 Chamber, H=6', D=10")	CPS-587, IA-604	5	EA		
41	WCS (3 Chamber, H= 6', D= 6")	CPS-587, IA-604	8	EA		
42	WCS (3 Chamber, H= 6', D= 15")	CPS-587, IA-604	1	EA		
43	WCS (3 Chamber, H= 6', D= 12")	CPS-587, IA-604	6	EA		
44	3'x3' Anti Seep Collar	CPS-587, IA-604	26	EA		
45	6" Rodent Guard	IA-620, IA-604	8	EA		
46	8" Rodent Guard	IA-620, IA-604	5	EA		
47	10" Rodent Guard	IA-620, IA-604	5	EA		
48	12" Rodent Guard	IA-620, IA-604	6	EA		
49	15" Rodent Guard	IA-620, IA-604	1	EA		
50	6" Diameter 20' Section CMP Outlet	IA-620, IA-604	7	EA		
51	6" Diameter 35' Section CMP Outlet	IA-620, IA-604	1	EA		
52	8" Diameter 20' Section CMP Outlet	IA-620, IA-604	5	EA		
53	10" Diameter 20' Section CMP Outlet	IA-620, IA-604	5	EA		
54	12" Diameter 20' Section CMP Outlet	IA-620, IA-604	6	EA		

55	15" Diameter 30' Section CMP Outlet	IA-620, IA-604	1	EA		
56	6" Perforated CPT	IA-45, IA-604	23163	ft		
57	6" Non-perforated Pipe	IA-45, IA-604	830	ft		
58	8" Non-perforated Pipe	IA-45, IA-604	350	ft		
59	10" Non-perforated Pipe	IA-45, IA-604	315	ft		
60	12" Non-perforated Pipe	IA-45, IA-604	187	ft		
61	15" Non-perforated Pipe	IA-45, IA-604	20	ft		
62	Native Grass Seed	IA-06, IA-604	4	AC		
63	Cool Season Grass Seed	IA-06, IA-604	0.6	AC		
TOTAL From this Section						

Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
64	Mobilization	N/A	10	LS		
65	Crop Damages	N/A	N/A	AC	N/A	N/A

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 _____
_____ /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:

Batch and Build Edge-of-Field Project
Cedar, Scott, Johnson, and Muscatine County, Iowa
Project ID: Heartland East 23-24
Bid No. EOF-24-01

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

SURETY

By _____

By _____
Print Name:

If a partnership, all partners must sign.