

- 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

Sto842407B Project
 Contract No. 24-02
 Section 07, Township 84 North, Range 24 West, Story County, Iowa

Name of Bidder: _____

Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
1	SITE STRIPPING & PREPARATION	IA CS-001	1	L.S.		
2	STRUCTURE & CHANNEL SEEDING	IA CS-006	4	AC		
3	BUFFER SEEDING	IA CS-006	11	AC		
4	MOBILIZATION AND DEMOBILIZATION	IA CS-008, IA CS-011	1	L.S.		
5	EXCAVATION (GENERAL)	IA CS-021, IA CS-009	2,480	CY-P		
6	EXCAVATION (WETLAND POOL)	IA CS-021	11,200	CY-P		
7	EARTHFILL (GENERAL)	IA CS-023	125	CY-P		
8	EARTHFILL (GENERAL BERM)	IA CS-023	9,600	CY-P		
9	EARTHFILL (BERM CORE)	IA CS-023	4,580	CY-P		
10	TOPSOIL PLACEMENT	IA CS-026	9,970	CY-P		
11	HORIZONTAL DIRECTIONAL DRILLING - 12"Ø DR 9 4710 HDPE PIPE	SUDAS 3020, 4010, 5011	710	L.F.		
12	ALUMINUM CMP WATER CONTROL STRUCTURE	IA CS-051, IA CS-081	1	EA.		
13	15"Ø ALUMINUM CMP	IA CS-051	67	L.F.		
14	36"Ø ALUMINUM CMP SLOTTED RISER INLET	IA CS-051	1	EA.		
15	12"Ø ALUMINUM CMP	IA CS-051	55	L.F.		
16	18"Ø ALUMINUM CMP RISER INLET STRUCTURE	IA CS-051	1	EA.		
17	STOPLOG STORAGE STRUCTURE	IA CS-046, IA CS-081	1	EA.		
18	PRECAST 6'X6' LIFT STATION & COMPONENTS	IA CS-031	1	L.S.		
19	15"Ø HDPE DUAL-WALL PIPE	IA CS-046, IA CS-009, IA CS-031	70	L.F.		
20	RIPRAP (IA DOT CLASS E)	IA CS-061, IA CS-095	1,112	TON		
21	IA DOT CLASS A GRANULAR SURFACING	IA CS-061, IA CS-095	100	TON		

22	EROSION STONE (IA DOT)	IA CS-061, IA CS-095	40	TON		
23	CONCRETE GROUT	IA CS-062	242	CY		
24	PUMP SYSTEM SUPPLY & INSTALLATION	DU-313	1	L.S.		
25	SILT FENCING	IA CS-005	4,600	L.F.		
26	ELECTRICAL SUPPLY	DU-315	1	L.S.		
27	MAINTENANCE ROAD MACADAM STONE	IA CS-061, IA CS-095	165	TON		

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:

Nutrient Reduction Wetland Project
Section 30, Township 90 North, Range 31 West, Pocahontas County, Iowa
Project ID: Poc903130C
Bid No. 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 _____, 2023,
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