

Time and Date for Bid Submissions: 3:00 PM, March 16, 2023  
 Wallace State Office Building  
 502 East 9<sup>th</sup> 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: 3:00 PM, March 16, 2023  
 Bid Opening Location: Wallace State Office Building  
 502 East 9<sup>th</sup> Street  
 Des Moines, IA 50319-0050

Bid Opening Teleconference: Call-in number: 1-877-304-9269  
 Access code: 519321

Project Description and Location: Gru881507A Nutrient Reduction Wetland Project  
 Section 07, Township 88 North, Range 15 West  
 Grundy 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 15, 2023	\$175.00 Per Day
	Seeding	December 15, 2023	\$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)

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

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### SCHEDULE OF PRICES

Gru881507A Project  
 Contract No. 23-01  
 Section 07, Township 88 North, Range 15 West, Grundy County, Iowa

**Name of Bidder:** \_\_\_\_\_

Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
1	SITE CLEARING AND PREPARATION, & WASTE DISPOSAL	IA-1	1	LS		
2	BUFFER SEEDING	IA-6	1.7	AC		
3	MOBILIZATION & DEMOBILIZATION	CS-8	1	LS		
4	DRAINAGE TILE INVESTIGATION AND REMOVAL	IA-9	415	LF		
5	EARTHFILL, EMBANKMENT FILL	IA-23	3,222	CY		
6	TOPSOIL, STRIP, SALVAGE, & RESPREAD (6" LAYER) (P)	IA-26	1,462	CY		
7	TOPSOIL, STRIP, SALVAGE, & RESPREAD (12" LAYER) (P)	IA-26	1,160	CY		
8	SCARIFY/RECOMPACT POOL EXCAVATION AREAS	IA-23	8,375	SY		
9	RIP RAP, CLASS E WITH GEOTEXTILE FABRIC	IA-61 IA-95	191	TON		
10	3" ROADSTONE, CONSTRUCTION ENTRANCE	IA-61	15	TON		
11	EROSION STONE	IA-61	45	TON		
12	48' CMP WATER CONTROL STRUCTURE	IA-51 IA-620	1	LS		
13	NON-PERFORATED HDPE FIELD TILE, DUAL WALL, 15"	IA-46	735	LF		
14	18" CORRUGATED METAL PIPE, 16 GA, TILE OUTLET	IA-51	20	LF		
15	15" CORRUGATED METAL PIPE, 16 GA, TILE OUTLET	IA-51	20	LF		
16	12" CORRUGATED METAL PIPE, 16 GA, DRAWDOWN PIPE	IA-51	74	LF		
17	12" FLARED END SECTION	IA-51 IA-31	1	LS		
18	CROP DAMAGE	IA-1	0	AC	0.00	0.00

Continued on next page.

**SCHEDULE OF PRICES - Continued**

19	12" HICKENBOTTOM RISER, OR EQUIVALENT	IA-46	1	LS		
20	12" DUAL WALL NON-PERFORATED HDPE TILE	IA-46	140	LF		
21	ALUMINUM TOE WALL DROP STRUCTURE	IA-81 IA-1410 IA-31	1	LF		
22	STRUCTURE SEEDING	IA-6	0.8	AC		

**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 \_\_\_\_\_, 2023

\_\_\_\_\_  
(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 07, Township 88 North, Range 15 West, Grundy County, Iowa  
Project ID: Gru881507A  
Bid No. 23-01

***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