

Time and Date for Bid Submissions: **3:00 PM, 04/10/2024**
 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, April 10, 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: Poc903130C Nutrient Reduction Wetland Project
 Section 30, Township 90 North, Range 31 West
 Pocahontas 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 01, 2024	\$175.00 Per Day
	Seeding	December 15, 2024	\$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

Poc903130C Project
 Contract No. 24-01
 Section 30, Township 90 North, Range 31 West, Pocahontas County, Iowa

Name of Bidder: _____

Item No.	Work or Material	Spec No.	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization / Demobilization	CS-08	1	LS		
	SITE PREPARATION	IA-01				
2	6" Site preparation below berm & grade stabilization str.	IA-01	800	CY-P		
3	Grading / scraping within wetland	IA-01	7,500	CY-P		
	EXCAVATION	IA-21				
4	Core trench for grade stabilization structure & berm	IA-21	1,965	CY-P		
5	Grading inlet channels (to wetland & to draw-down str.)	IA-21	1,100	CY-P		
	EARTHFILL	IA-23				
6	Clay core for stabilization structure & primary berm	IA-23	1,420	CY-P		
7	Compacted fill for stab. str., primary berm, & sub-berm	IA-23	2,500	CY-P		
8	Fill / grade creek "meander"	IA-23	1,000	CY-P		
	TOPSOILING	IA-26				
9	Topsoil placement over disturbed areas	IA-26	1,500	CY-P		
10	Remaining topsoil placement west of wetland	IA-26	6,050	CY-P		
	WATER CONTROL STRUCTURE	IA-46 & IA-51				
11	Agri Drain WCS	IA-51	1	LS		
12	12"Ø CMP outlet shell	IA-51	20	LF		
13	Aluminum CMP WCS	IA-51	1	LS		
14	18"Ø Alum. CMP	IA-51	55	LF		
15	Alum. CMP inlet riser structure	IA-51, IA-31	1	LS		
16	Stoplog storage structure	IA-46	1	LS		

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17	RIPRAP, REVETMENT & AGGREGATE PLACEMENT (IA DOT class E)	IA-61	600	TON		
18	Riprap Toe (IA DOT class E Riprap)	IA-61	560	TON		
19	1" Clean rock	IA-61	70	TON		
20	Articulating concrete Block	IA-61, IA-31	2,000	SF		
	TILE DRAIN LOCATION & REMOVAL	IA-09				
21	Tile Investigation	IA-09	1	LS		
22	Tile removal	IA-09	3,865	LF		
23	Tile caps	IA-09	26	EA		
	TILE MODIFICATOIN & INSTALLATION	IA-46				
24	10" HDPE dual-wall	IA-46	1,750	LF		
25	5" Perforated CPP	IA-46	677	LF		
	SOIL EROSOIN & POLLUTION CONTROL	IA-05				
26	Silt Fencing	IA-05	1,900	LF		
27	Rock check dam	IA-05	1	LS		
28	Structure seeding	IA-06	2.0	AC		
29	Buffer seeding	IA-06	6.0	AC		
30	Crop Damage		unknown	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 _____, 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 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