

## NOTICE TO BIDDERS

NOTICE OF TAKING OF BIDS FOR THE CONSTRUCTION OF THE WILLIS AVENUE WATER MAIN REPLACEMENT AND DIAGONAL ROAD WATER MAIN EXTENSION FOR THE PERRY WATER WORKS, PERRY, IOWA.

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Sealed proposals must be filed with the Clerk of the Perry Water Works, at the Perry Water Works Building, 1101 West Third Street, Perry, Iowa, 50220, before 2:00 P.M. on the 3<sup>rd</sup> day of May, 2018, for the construction of the Willis Avenue Water Main Replacement and Diagonal Road Water Main Extension, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the Clerk. Proposals will be opened and the amount of the bids announced in said Perry Water Works Building by the Clerk at the time, date and place specified above.

Proposals will be acted upon by the Board of Trustees of said Perry Water Works in the Perry Water Works Building at 8:00 A.M. on the 10<sup>th</sup> day of May, 2018, or at such later time and place as then may be fixed.

The work to be done is as follows:

### WILLIS AVENUE WATER MAIN REPLACEMENT AND DIAGONAL ROAD WATER MAIN EXTENSION

Construct Willis Avenue Water Main Replacement and Diagonal Road Water Main Extension including all labor, materials and equipment necessary for approximately 2,727 linear feet of 10-inch pvc water main directional bored in place, 1,272 linear feet of 8-inch water main open cut in place, fire hydrants, valves, surface restoration and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the Clerk of said Perry Water Works, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals in connection therewith shall be submitted to the Clerk of said Perry Water Works on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the Perry Water Works, and any alterations in the official form of proposal will entitle the Board, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

## Notice to Bidders

Each proposal shall be made out on a blank form furnished by the Perry Water Works and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the Perry Water Works. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Board as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the Board insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

The award of the contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

## Notice to Bidders

The Board of Trustees reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the Perry Water Works.

The Board reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the deadline for submission of proposals.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Board and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the Perry Water Works from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the Board of Trustees.

The work will commence within ten (10) calendar days after written Notice to Proceed. All work on the project shall be completed by October 26, 2018.

Liquidated damages in the amount of Three Hundred Dollars (\$300.00) per consecutive calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, water revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the Board of Trustees.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and materials delivered to the site during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the Board for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Board, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the Board of Trustees of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the Clerk that the materials, labor and services

Notice to Bidders

involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the Board of Trustees referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the Clerk, for examination by bidders. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266 at no charge.

This notice is given by order of the Board of Trustees of the Perry Water Works, Perry, Iowa.

Marcus Carris, Chairman of the Board

ATTEST:

Pam Ballard, Water Clerk