

NOTICE TO BIDDERS
2022 WATER DISTRIBUTION SYSTEM IMPROVEMENTS
HENDERSON, IOWA

Sealed bids for the WORK as stated below must be filed at City Hall before **2:00 P.M.** on April 1, 2022, at City Hall, 310 Maple Street, Henderson, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened. Sealed BIDS for said construction will be opened and bids tabulated at 2:00 P.M. on April 1, 2022, at City Hall, 310 Maple Street, Henderson, Iowa. BIDS received will be considered by the Governing Body at 7:00 P.M. on April 12, 2022, at City Hall, 310 Maple Street, Henderson, Iowa, or at such later time and place as may then be fixed.

The extent of the WORK involved consists generally of

Division 1 – Water Main

Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 7 In. 558.0 SY; Granular Surfacing on Road, Class A Crushed Stone, 668.4 Ton; Surfacing, Driveway, Class A Crushed Stone, 655.9 Ton; Removal of Pavement, 558.0 SY; Removal of Sidewalk, 57.7 SY; Sidewalk, P.C. Concrete, 6 In., 76.4 SY; Detectable Warnings, 80.0 SF; Driveway, P.C. Concrete, 6 In., 225.7 SY; Removal of Paved Driveway, 225.7 SY; Safety Closure, 10 EA; Traffic Control; Mobilization; Remediation of Petroleum Contaminated Soil, 214.1 CY; Water Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In., 6760.6 LF; Water Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In., 1214.8 LF; Water Main, Trenchless, Polyvinyl Chloride Pipe (PVC), 6 In., 2059.4 LF; Fittings By Count, Ductile Iron, Tee 6 In. X 6 In. X 6 In., 28 EA; Fittings By Count, Ductile Iron, Tee 8 In. X 8 In. X 6 In., 1 EA; Fittings By Count, Ductile Iron, 6 In., 22 1/2° Bend, 4 EA; Fittings By Count, Ductile Iron, 8 In., 22 1/2° Bend, 2 EA; Fittings By Count, Ductile Iron, 6 In., 45° Bend, 2 EA; Fittings By Count, Ductile Iron, 8 In., 45° Bend, 4 EA; Fittings By Count, Ductile Iron, 6 In., 90° Bend, 5 EA; Fittings By Count, Ductile Iron, 6 In. X 8 In. Reducer, 2 EA; Fittings By Count, Ductile Iron, 6 In. Cap, 2 EA; Water Service Stub, Copper, 3/4 In., 990.0 LF; Water Service Stub, Copper, 2 In., 32.0 LF; Water Service Corporation, Copper, 3/4 In., 71 EA; Water Service Corporation, Copper, 2 In., 2 EA; Water Service Curb Stop and Box, Copper, 3/4 In., 71 EA; Water Service Curb Stop and Box, Copper, 2 In., 2 EA; Valve, Gate, Dip, 6 In., 36 EA; Valve, Gate, Dip, 8 In., 1 EA; Fire Hydrant Assembly, WM-201, 15 EA; Remove Existing Fire Hydrant, 13 EA; Connect To Existing Water Main, 4 EA; Connect To Existing Service, 73 EA; Abandon Existing Valves, 5 EA; Water Service Stub, Copper, 3/4 In., Trenchless, 920.0 LF; Water Main, Trenched, Ductile Iron Pipe (DIP), 6 In. with Nitrile Gaskets, 320.8 LF; Mulching, 2.1 AC; Seeding and Fertilizing (Urban), 2.1 AC;

Division 2 – Water Meters

Mobilization; 5/8 In. X 3/4 In. Cellular Read Water Meter, 77 EA; 2 In. Cellular Read Water Meter, 1.0 EA; Meter Pit with 5/8 In. X 3/4 In. Cellular Read Water Meter, 5 EA;

together with related subsidiary and incidental WORK.

A separate contract shall be awarded for Division 1 and Division 2.

All WORK and materials are to be in strict compliance with DRAWINGS and SPECIFICATIONS prepared by Sundquist Engineering, P.C. of Denison, Iowa which, together with the proposed form of CONTRACT and ESTIMATE of COST have heretofore been approved by the Governing Body and are now on file for public examination in the office of the City Clerk, are by this reference made a part hereof as though fully set out and incorporated herein.

All BIDS must be filed in said office on or before the time herein set, on forms furnished by the Owner, and must be enclosed in a separate sealed envelope and plainly identified. Each BID shall be accompanied by bid security as defined in Iowa Code section 26.8, consisting of a BID BOND, certified check, cashier's check, or certified credit union share draft in a separate sealed envelope in an amount equal to five per cent (5%) of the total amount of the BID. If BID BOND is submitted, it must be on the form provided with the CONTRACT DOCUMENTS. The certified check, cashier's check, or certified credit union share draft shall be drawn on a bank in Iowa, a bank chartered under the laws of the United States of America, or said certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Treasurer of the OWNER as security that if awarded a contract, the BIDDER will enter into a contract at the prices BID and furnish the required PERFORMANCE and PAYMENT BONDS for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract, and Certificate of Insurance. The certified check, cashier's check, or certified share draft may be cashed, or the BID BOND forfeited, and the proceeds retained as liquidated damages if the BIDDER fails to execute a contract or file acceptable PERFORMANCE AND PAYMENT BONDS or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of said BID by resolution of the Governing Body. No BIDDER may withdraw a BID within sixty (60) days after the date set for opening BIDS.

Payment of the said WORK will be made in cash. Payment will be made in monthly estimates and one final payment. Payment for the WORK completed during the preceding calendar month will be determined by the Engineer / Architect pursuant to the GENERAL CONDITIONS and in accordance with the provisions of Chapters 38 and 573 Code of Iowa. The final payment will be issued on the balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, in accordance with Iowa Code Chapters 26 and 573, as applicable.

Bid forms, DRAWINGS and SPECIFICATIONS may be obtained from the Engineer / Architect. A deposit of \$30.00 will be required for the DRAWINGS and SPECIFICATIONS, \$15.00 of which will be refunded to those returning them in good condition within fourteen (14) days after the award of contract.

Electronic plans and specifications can also be obtained from the Issuing Office at no cost. **Bidder shall obtain plans, paper or electronic, from the Issuing Office. The bidder will be added to the Plan Holder's List. If the bidder is not on the Plan Holder's List, their bid will not be accepted.**

The work on the proposed contract for both divisions shall begin within 10 days of the receipt by the bidder of a notice to proceed and shall be substantially completed on or before June 15, 2023 and completed and ready for final payment in accordance with paragraph 15.06 of the General conditions on or before July 15, 2023.

Liquidated Damages:

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. **If contractor can provide documentation of delays due to supply chain/material or equipment delivery issues, the owner will provide extensions to the completion.**

Each successful Bidder will be required to furnish Performance and Payment BONDS acceptable to the Governing Body on forms provided in the specifications in amounts equal to one hundred per cent (100%) of the contract price.

A pre-bid conference will be held at **10:00 A.M.** local time on March 30, 2022 at Henderson City Hall, 310 Maple Street. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The Governing Body hereby reserves the right to reject any or all BIDS, to waive informalities and irregularities and to award such contracts as it may deem to be for the best interests of the OWNER.

To the extent allowed by Federal law and regulation, by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Pursuant to 2 C.F.R. 2003.319, as adopted by the United State Department of Agriculture in 2 C.F.R. 400.1, no such preference will be given except where applicable Federal statutes expressly mandate or encourage such preference.

To the extent allowed by federal law and regulation, to the extent required by Iowa law, 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 of laborers from the 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 proposal may result in the Proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Published by order of the City of Henderson.

Candace Knop, City Clerk