CITY OF MARTENSDALE, IOWA
2017 SANITARY COLLECTION SYSTEM IMPROVEMENTS

NOTICE TO BIDDERS

Sealed Bids for the construction of Section 1 and Section 2 of the 2017 SANITARY COLLECTION SYSTEM IMPROVEMENTS, MARTENSDALE, IOWA, will be received, by the City of Martensdale, Iowa, at the office of the City Clerk at City Hall, located at 380 Iowa Avenue, Martensdale, Iowa, 50160, before 1:00 P.M. local time on Monday, March 30, 2020, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall. 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.

The tabulated results of the bid opening shall be considered by the Martensdale City Council at their meeting in the City Council Chambers located at City Hall, 380 Iowa Avenue, Martensdale, Iowa 50160 on Monday, April 6, 2020, at 6:00 P.M. at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Martensdale, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for construction of said improvements at 6:00 P.M. on Monday, April 6, 2020, at City Hall located at 380 Iowa Avenue, Martensdale, IA 50160. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

The work on this project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, transportation, permits, certificates, and temporary protection necessary for, or incidental to, the construction of the work as indicated in the Contract Documents. The work has been divided into two Sections, each with Bid Alternates, and consists of the following:

SECTION 1 – SEWER AND MANHOLE REHABILITATION, BASE BID
1. Rehabilitation of approximately 3,730 linear feet of existing 8-inch sanitary sewer by CIPP lining.
2. Rehabilitation of 2 existing 48-inch sanitary manholes by cementitious lining.
3. Rehabilitation of 2 existing 48-inch sanitary manholes by external chimney seal.
4. All other work shown on the Drawings and called for in the Specifications.

SECTION 1 – SEWER AND MANHOLE REHABILITATION, BID ALTERNATE
- Quantities in addition to BASE BID
  1. Rehabilitation of up to 2,270 linear feet of unidentified 8-inch sanitary sewer by CIPP lining.
  2. All other work shown on the Drawings and called for in the Specifications.

SECTION 2 – IOWA AVENUE TRUNK SEWER REPLACEMENT Quantities in addition to BASE BID
1. Construction of approximately 1,370 linear feet of 15-inch gravity sewer main including manholes and other appurtenances.
2. Site restoration and other miscellaneous work.
3. All other work shown on the Drawings and called for in the Specifications.

SECTION 2 – IOWA AVENUE TRUNK SEWER REPLACEMENT, BID ALTERNATE
- Quantities in addition to BASE BID
  1. Installation of approximately 465 linear feet of new 6” water service.
  2. Installation of approximately 470 linear feet of new 2” water service.
  3. All other work shown on the Drawings and called for in the Specifications.

The Owner will receive and consider bids on the Project and will award a separate Contract for Section 1 and a separate contract for Section 2. Proposals can be submitted for Section 1 only, Section 2 only, or both Sections. The award of the Contracts will be made to the lowest responsive, responsible Bidder(s),
Based on the Bid Proposal Form with the lowest TOTAL BID PRICE for each Section. Notwithstanding the foregoing, the City reserves the right to enter into such contract or contracts as it shall deem to be in the best interest of the City. Combined bid price totals for Sections 1 & 2 will not be used to determine the low bidder. Tied bids will not be accepted. As Section 1 and Section 2 are being considered separately for both Bidding and Contracting, a separate Bid Bond shall accompany each Bid Form if bidding on both sections.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Martensdale, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

To the extent allowed by Federal law and regulation, including but not limited to 2 C.F.R. §200.319, and by virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier’s Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier’s Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier’s Checks or Certified Share Drafts shall be made payable to the CITY OF MARTENSDALE, 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 and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. 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 his proposal by resolution of the Owner. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed 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 each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.
Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made “after the completion and final acceptance of the improvement” as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion. Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

The Work performed under the proposed Contract for Section 1 shall be commenced within ten (10) days after the issuance of the “Notice to Proceed”. The Work for Section 1 shall be substantially completed on or before October 2, 2020, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 30, 2020. Failure to meet the final completion date will result in liquidated damages of $500.00 per calendar day.

The Work performed under the proposed Contract for Section 2 shall be commenced within ten (10) days after the issuance of the “Notice to Proceed”. The Work for Section 2 shall be substantially completed on or before October 2, 2020, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 30, 2020. Failure to meet the final completion date will result in liquidated damages of $500.00 per calendar day.

The Issuing Office for the Bidding Documents is: McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m., and at the office of the City Clerk, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of $25.00 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to “McClure Engineering Company”.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number
on the website’s Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent allowed by Federal law and regulation, including but not limited to 2 C.F.R. §200.319, and 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 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 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. The deminimis and minor components waiver apply to this contract.

Published by the order of the City Council of Martensdale, Iowa.

Owner: CITY OF MARTENSDALE, IOWA
By: Donna Bahun
Title: City Clerk
Date: March 11, 2020

+ + END OF ADVERTISEMENT FOR BIDS + +