NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR WATER SYSTEM IMPROVEMENTS – NE UNION TRANSMISSION MAIN REPLACEMENT – SOUTHERN IOWA RURAL WATER ASSOCIATION – 2020, CRESTON IOWA, HEREINAFTER REFERRED TO AS OWNER.

Notice is hereby given that sealed BIDS for the construction of Water System Improvements – NE Union Transmission Main Replacement – Southern Iowa Rural Water Association, must be filed at the Southern Iowa Rural Water Association Office located at 1391 190th Street, Creston, Iowa, before 10:00 o’clock A.M. on the 3rd day of September 2020. At such time and place, the BIDS will be opened and read aloud by the General Manager of the Southern Iowa Rural Water Association or such other individual(s) authorized by the Association’s Board of Directors.

Notice is hereby given that the Board of the Southern Iowa Rural Water Association will consider BIDS for said water system improvements at a public meeting of said Southern Iowa Rural Water Association to be held at the Southern Iowa Rural Water Association Office, located at 1391 190th Street, Creston, Iowa, at 8:00 o’clock A.M., on the 4th day of September, 2020, or BIDS may be considered at such later time and place as may then be set.

The extent of the WORK involved consists generally of:

**NE Union Transmission Main Replacement – Installation of Owner Furnished Materials:**
Furnish all labor, equipment, testing, and incidentals to construct and complete the replacement of the transmission main, including, but not limited to, the following approximate quantities: 1,500 LF of 8” Directional Boring; 12,000 LF of 8” Water Main In Place; 4 EA Gate Valves; 1 EA Tapping Valve and Sleeve; Connections to Existing Main; Service Connections; Mobilization and Coordination of Material Delivery; and miscellaneous associated work.

All WORK and materials are to be in strict compliance with DRAWINGS and SPECIFICATIONS prepared by GARDEN & ASSOCIATES, LTD of Oskaloosa, Iowa, which, together with the proposed form of CONTRACT and ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST have heretofore been approved by the OWNER and are now on file and are by this reference made a part of the CONTRACT DOCUMENTS as though fully set out and incorporated herein. The CONTRACT DOCUMENTS may be examined at the following locations:

<table>
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<tr>
<th>Southern Iowa Rural Water Association</th>
<th>Garden &amp; Associates, Ltd.</th>
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<tr>
<td>1391 190th Street</td>
<td>1701 3rd Avenue East, Suite 1</td>
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<tr>
<td>Creston, Iowa 50801</td>
<td>Oskaloosa, Iowa 52577</td>
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All BIDS must be filed in said office before the time herein set, on forms furnished by the OWNER, and must be enclosed in a sealed envelope and plainly identified. Bids shall contain no condition except as provided in the specifications. BIDDER accepts that failure to submit a fully completed Bidder Status Form may result in the BID being deemed non-responsive and rejected. Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract at the prices BID for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the OWNER, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract, and the required Certificate of Insurance. The bidder’s security shall be in the form of a BID BOND, certified check, cashier’s check, or certified credit union share draft in a sealed envelope in an amount equal to ten per cent (10%) 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. 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 fifteen (15) days after the acceptance of said BID by resolution of the OWNER. No BIDDER may withdraw a BID within sixty (60) days after the date set for opening BIDS.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by the OWNER and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the OWNER from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in construction for a period of one (1) year from and after acceptance of the contract.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 423.3 (37), 423.3 (38), 423.45 (4), and Iowa Administrative Code 701 -17.33. Bidder shall not include payment of Iowa sales tax in Bid; Bidder shall include all other applicable fees and taxes in Bid.
Payment of the said WORK will be made in cash to be derived from Owner’s reserves available and/or such other funds as may be lawfully used for said purpose. Except as provided in Chapter 26 of the Code of Iowa, 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 Chapter 573 Code of Iowa. Except as provided in Chapter 26 of the Code of Iowa, upon acceptance by the OWNER, 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, and shall not be paid to the CONTRACTOR no earlier than thirty-one (31) days after the OWNER’S Final Acceptance of the WORK.

The WORK under the CONTRACT shall commence on or before the date specified in a written NOTICE TO PROCEED and shall be fully completed and ready for operation within 40 working days after the date when contract times commence to run as agreed to by Owner and CONTRACTOR, and on or before December 15, 2020.

Bidder accepts the provisions of the Agreement as to Liquidated Damages of $70 per day, shall be paid until the Contracted WORK is fully complete in the event of failure to complete the Contracted Work within the Contract Time.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor to the extent lawfully required under Iowa Statutes, providing that the award of the CONTRACT for each portion of the WORK will be made to the lowest responsive/responsible BIDDER submitting the lowest acceptable BID for the portion of the WORK included in the BID, which shall be without regard to state or local law whereby preference is given on factors other than the amount of the BID.

BID FORMS, DRAWINGS and SPECIFICATIONS shall be obtained from the Engineer. A deposit of $50 will be required for the DRAWINGS and SPECIFICATIONS, all of which will be refunded to those returning them in good condition within fourteen (14) days after the date of the award of the WORK.

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

Notice provided by Southern Iowa Rural Water Association in accordance with Iowa Code Section 26.3 (2017), as amended.

By: Dan McIntosh, General Manager