

NOTICE OF HEARING AND LETTING

Sealed bids will be received by the Osceola Water Works at 208 West Jefferson Street, Osceola, IA 50213, until 4:00 p.m. on Wednesday, January 2, 2019 for the following described public improvement:

DOWNTOWN WATER TOWER REHABILITATION OSCEOLA WATER WORKS OSCEOLA, IOWA HDR PROJECT NO. 10125002

At the above time and place all bids received by the Water Works will be opened and publicly read with the results being reported to the Osceola Water Works Board of Trustees (Owner) at their meeting on Thursday, January 3, 2019 at 5:30 p.m. at which time the Owner may take action on the proposals submitted or at such time as may then be fixed.

The Osceola Water Works Board of Trustees will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at 5:30 p.m. on Thursday, January 3, 2019 in the Board Room, 208 West Jefferson Street, Osceola, Iowa. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements generally described as follows:

Complete exterior and interior surface preparation and painting of the 300,000 gallon legged water tower. Coordinate work with Alliant Energy for their temporary relocation of overhead power lines and with US Cellular for their removal of their antennas and antenna cables prior to painting and their re-installation after painting is complete. Remove water system SCADA antenna and antenna cables prior to painting and re-installation after painting is complete. Contractor shall use a containment system to contain dust and debris to the area within the fenced water tower Site.

The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the Bid Form for said project. Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form.

All work is to be done in strict compliance with the Plans and Specifications prepared by HDR Engineering, Inc. which have been heretofore approved by the Owner and which are now on file for public examination in the Water Works office.

All bids shall be made on a form furnished by the Owner and shall be filed on or before the time specified above, in a sealed envelope addressed to the Superintendent of Osceola Water Works, clearly stating that the envelope contains a bid for this project. Each bid shall be accompanied by bid security of a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. The bid security shall be submitted in a separate sealed envelope, separate from the bid, with the envelope addressed to the Superintendent of Osceola Water Works, clearly stating that the envelope contains bid security for this project. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to the Osceola Water Works, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the Owner as security that if the bidder is awarded the contract by the Owner, the bidder will enter into a contract on the form provided by the Owner at prices bid and shall furnish the required performance and payment bonds to the Owner. If the bidder fails to execute the contract and to furnish acceptable performance and payment bonds or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the Owner, the bid security may be forfeited or cashed by the Owner as liquidated damages.

The successful bidder will be required to furnish performance and payment bonds in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract. Additionally

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the contractor must provide the Owner with a guarantee of maintenance of said improvement in the form of surety for a period of two (2) years from the time of acceptance by the Owner.

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.

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 Qualifications Statement with the bid may result in the bid being deemed nonresponsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Work on said project shall commence within ten (10) days of the written notice to proceed and shall be substantially completed and the water tower placed back into service by May 24, 2019, and finally completed and ready for final payment by July 1, 2019. Liquidated damages in the amount of five hundred and 00/100 dollars (\$500.00) per day will be assessed for each day that the work remains uncompleted after the Substantial Completion date and/or the Final Completion date specified above.

Payment for the work will be made by the Owner in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds or Revenue Bonds, and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the Owner may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the Owner shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the Owner will be made in accordance with Iowa statutes and the contract documents.

Copies of Plans and Specifications and contract documents can be seen or purchased at the Issuing Office for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this Project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing Bids may also obtain a set of such documents from Drexel Technologies: 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

The Owner reserves the right to reject any and/or all bids, and to waive any and/or all technicalities, and to waive any and/or all irregularities.

Brandon Patterson
Superintendent

Publish: