

## NOTICE TO BIDDERS

### **PARKING LOT IMPROVEMENTS LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT SULLY, IOWA**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **10:00 A.M. on February 16<sup>th</sup>, 2023** in the office of Matt Dunsbergen, Superintendent of Schools, 12476 Highway F62 E, Sully, Iowa 50251.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **10:00 A.M. on February 16<sup>th</sup>, 2023** in the High School Library, 12476 Highway F62 E, Sully, Iowa for consideration by the School District at its meeting at **6:30 P.M. on February 20, 2023** in the High School Library, 12476 Highway F62 E, Sully, Iowa. The Lynnville-Sully Community School District reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced on May 30<sup>th</sup>, but not before approval of the contract by the School Board and be completed as stated below. Part of the work will not be able to be started until July 10<sup>th</sup>. See plans for phasing.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the School District, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a FDIC insured 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; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the School District. The bid shall contain no condition except as provided in the specifications.

Contract Documents. **Electronic project documents are available at no cost at [www.gardenassociates.net](http://www.gardenassociates.net)** by clicking the "Bid Documents" link and choosing the PARKING LOT IMPROVEMENTS – LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT – SULLY, IOWA project on the left. Project information, engineer's cost opinion, and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. **Download delivery fee is \$0.00.** Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3<sup>rd</sup> Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **\$50.00**. A refund of **\$50.00** for plans and specifications will be made to those returning them in good condition within fourteen (14) days after the Notice of Award.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, 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.

General Nature of Improvement. The work generally consists of the following:

Excavation, Class 10 - 3,700 CY; Surface Grading-for existing granular surface in seal coat area - Lump Sum; Subgrade Preparation (6" Thick) - 10,610 SY; Subbase, 6" - 10,610 SY; Compaction Testing - Lump Sum; Storm Sewer, Trenched, ADS, 8" - 285 LF; Storm Sewer, Trenched, RCP, 12" - 60 LF; Storm Sewer, Trenched, ADS, 12" - 64 LF; Pipe Culvert, Trenched, RCP, 12" - 62 LF; Pipe Culvert, Trenched, RCP, 18" - 30 LF; Pipe Culvert, Trenched, CMP, 18" - 25 LF; Pipe Apron, RCP, 12" - 2 EA; Pipe Apron, RCP, 18" - 2 EA; Pipe Apron, CMP, 18" - 2 EA; Footing for Concrete Pipe Apron 12" - 2 EA; Footing for Concrete Pipe Apron 18" - 2 EA; SW-501 Intake - 2 EA; Connection to Existing Manhole - 2 EA; Pavement, PCC, 6" Thick - 9,940 SY; Sidewalk, PCC, 6" Thick - 535 SY; Pavement Removal - 4,440 SY; Bituminous Seal Coat - 2 Course - 2,660 SY; Painted Pavement Markings, Solvent/ Waterborne - Lump Sum; Temporary Traffic Control - Lump Sum; Traffic Signs (ADA Signage) - 6 EA; Hydraulic Seeding, Fertilizing, and Mulching - Lump Sum; SWPPP Management - Lump Sum; Silt Fence - 1,150 LF; and Mobilization - Lump Sum.

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: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. Owner will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

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.

Final payment to Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Owner. Before final payment is made, the Contractor shall file with the Owner lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amount of **Eight Hundred Dollars (\$800.00)** per consecutive working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period or substantial completion milestone with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the School Board on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsible bidder submitting the lowest acceptable bid selected by the School District. The School District 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 interest of the Lynnville-Sully Community School District. Only one contract will be awarded for project.

The project shall be fully completed and ready for final payment no later than October 2<sup>nd</sup>, 2023. Phase 1, 2, & 4 shall be substantially complete on August 18<sup>th</sup>, 2023. Phase 3 shall be substantially complete on October 2<sup>nd</sup>, 2023.

This Notice is given by authority of the Lynnville-Sully Community School District.

Tammy Vos  
President, School Board

*ATTEST:*  
Matt Dunsburgen, Superintendent