

NOTICE TO BIDDERS

LUCORE ROAD ELEVATED STORAGE TANK MARION MUNICIPAL WATER DEPARTMENT MARION, IOWA

Sealed proposals will be received by the Marion Municipal Water Department in the office of the Secretary to the Board of Trustees at the office of the General Manager, 3050 5th Avenue, Marion, Iowa until 2:00 p.m. on the 27th day of February, 2025, for the construction of Lucore Road Elevated Storage Tank as described in the plans and specifications therefore now on file in the office of the Secretary. Proposals will be opened and tabulated immediately thereafter. Proposals will be acted upon by said Water Department at the March 11th Board of Trustees meeting or at such later time and place as then may be fixed.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Board of Trustees, and be completed as stated below.

The Work will include but is not limited to the following improvements:

LUCORE ROAD ELEVATED STORAGE TANK

Construct Lucore Road Elevated Storage Tank including all labor, equipment and materials necessary to construct a 1,000,000 gallon composite water tower including excavation, backfill and site work, foundation, granular surfacing, buried piping, painting, logos, electrical wiring and conduit, mixing system, lighting, miscellaneous equipment, site grading, surface restoration and miscellaneous associated work for the Lucore Road Elevated Storage Tank including cleanup.

Copies of said plans and specifications are now on file in the office of the Secretary to the Board of Trustees at the office of the General Manager, for examination by bidders. Copies may be obtained from RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Rapids Reproductions at 319-354-5950 or email iowacity@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

All proposals and bids in connection therewith shall be submitted to the Secretary to the Board of Trustees on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the Water Department, and any alternations in the official form of proposal will entitle the Board of Trustees, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a 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, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the MARION MUNICIPAL WATER DEPARTMENT. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Board as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the Board insuring the faithful fulfillment of the contract and the maintenance of said work, pursuant to the provisions of this notice and the other contract documents. Bidders shall use the bid bond form included in the specifications.

No bidder may withdraw a proposal within forty-five (45) 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 Marion Municipal Water Department 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 Marion Municipal Water Department 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 materials and construction for a period of two years from and after acceptance of the contract.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the Marion Municipal Water Department for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

Work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed, subject to any extensions of time, by October 1, 2026.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work remains uncompleted after October 1, 2026, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the Board of Trustees: (1) cash to be derived from the proceeds of the issuance and sale of Water Revenue Bonds, which will be payable solely and only out of the future net revenues of the Water Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the

proceeds of the issuance and sale of General Obligation Bonds of said Water Board; (3) cash from such general funds of said Water Board as may be legally used for such purpose; and (4) cash from public facilities set-aside fund.

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 including materials and equipment delivered to the job 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.

Estimates will be prepared on the 1st day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the Board of Trustees for payment each approved estimate on or before the 5th day of the month. The Board of Trustees will act upon the estimate on the 2nd Tuesday of the month and payment will be made within 10 days of Board of Trustees approval. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Board of Trustees, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining amount will be made not less than thirty-one (31) days after completion and acceptance by resolution of the Board of Trustees of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

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.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive 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.

The Marion Municipal Water Department reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the Water Department.

Posted by the order of the Marion Municipal Water Department, Marion, Iowa.

MARION MUNICIPAL WATER DEPARTMENT,

Todd Steigerwaldt, General Manager