

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR WASTEWATER COLLECTION SYSTEM – GREEN MOUNTAIN – MARSHALL COUNTY, IOWA – IOWA REGIONAL UTILITIES ASSOCIATION – 2025 – FOR IOWA REGIONAL UTILITIES ASSOCIATION, HEREINAFTER REFERRED TO AS OWNER.

Notice is hereby given that sealed BIDS for the construction of Wastewater Collection System – Green Mountain – Marshall County, Iowa – 2025, must be received by **Iowa Regional Utilities Association** at its office located at **1351 Iowa Speedway Drive, Newton, Iowa 50208**, before **2:00 o'clock P.M. on the 6th day of August, 2025.** Bids received after the deadline for submission of bids stated herein shall not be considered and shall be returned to the late bidder unopened.

Notice is hereby given that suitably filed sealed BIDS will be opened and bids tabulated at **2:00 o'clock P.M. on August 6, 2025** at the office of Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa, for consideration by the Board of Directors of Iowa Regional Utilities Association at its meeting at **10:00 o'clock A.M. on August 12, 2025** or at such later time as may then be set. Iowa Regional Utilities Association reserves the right to reject any and all BIDS.

The extent of the WORK involved consists generally of the following:

Wastewater Collection System: Clearing and Grubbing – Lump Sum; Special Pipe Encasement, SW105, PCC – 15 LF; Trench Compaction Testing - Lump Sum; Sanitary Sewer Gravity Main, Trenched, PVC, 6" – 3,630 LF; Sanitary Sewer Gravity Main, Trenched, PVC, 8" – 1,110 LF; Sanitary Sewer Gravity Main, Trenchless, PVC, 6" – 6,060 LF; Sanitary Sewer Gravity Main, Trenchless, PVC, 8" – 530 LF; Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, 6" – 60 LF; Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, 8" – 70 LF; Sanitary Sewer Service Stub, Trenched, PVC, 4" – 5,400 LF; Sanitary Sewer Service Stub, Trenchless, PVC, 4" – 1,800 LF; Sanitary Sewer Service Stub, Repair, PVC, 4"-6" – 200 LF; Sanitary Sewer Cleanout – 12 EA; Sanitary Sewer Service Cleanout and Connection, 4" – 66 EA; Pipe Culverts, Trenched, CMP 12" – 50 LF; Manhole, SW-301, 48" Dia. – 25 EA; PCC Pavement, 7" – 30 SY; Removal of Sidewalk and Driveway, PCC – 50 SY; Sidewalk, PCC, 4" – 40 SY; Driveway, Paved, PCC, 6" – 10 SY; Street and Driveway, Granular Surfacing, Class A – 300 TON; Full Depth Patches, PCC – 50 SY; Temporary Traffic Control – Lump Sum; Conventional Seeding, Fertilizing, and Mulching – Lump Sum; Mobilization – Lump Sum

The CONTRACT DOCUMENTS may be examined at the following locations:

Iowa Regional Utilities Association
1351 Speedway Drive
Newton, Iowa 50208

Garden & Associates, Ltd.
1701 3rd Avenue East, Suite 1
Oskaloosa, Iowa 52577

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.

Building materials, supplies, and equipment incorporated into said improvement are to include 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 423.3 (38). Bidder shall include payment of Iowa sales tax in Bid; Bidder shall include all other applicable fees and taxes in Bid. Contractor shall record sales tax paid for purchases with subcontractors and material and equipment suppliers. Contractor shall provide records identifying the sales tax paid with each pay application request.

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 materials and construction for a period of one (1) year from and after acceptance of the contract.

Payment of the cost of said improvements will be made from funds from the United States Department of Agriculture, Rural Utilities Services 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 any earlier than thirty-one (31) days after the OWNER'S Final Acceptance of the WORK.

The WORK under the CONTRACT for each portion of the WORK shall commence on or before the date specified in a written NOTICE TO PROCEED and be completed as follows:

Substantially complete on or before October 2, 2026; fully complete and ready for final payment on or before October 30, 2026.

Bidder accepts the provisions of the Agreement as to Liquidated Damages of **\$800 per working day** which shall be paid until the WORK is fully completed, in the event of failure to complete the WORK within the Contract Time with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

Electronic project documents consisting of Bid forms, Drawings and Specifications prepared for the work are available at no cost at www.gardenassociates.net by clicking on the "Bid Documents" tab and choosing "WASTEWATER COLLECTION SYSTEM – GREEN MOUNTAIN – MARSHALL COUNTY, IOWA – IOWA REGIONAL UTILITIES ASSOCIATION - 2025," on the left side of the page. Project information, Engineer's Opinion of Probable Construction Cost and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. The download delivery fee is \$0.00. Bid forms, Drawings and Specifications may be obtained from the Engineer. A deposit of **\$100** will be required for DRAWINGS and SPECIFICATIONS, all of which will be refunded to those returning them in good usable condition within fourteen (14) days after the date of the award.

One (1) contract will be awarded for the work. The Owner hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the Owner.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:

BABAA De Minimis, Small Grants, and Minor Components.

IOWA REGIONAL UTILITIES ASSOCIATION

By: Matt Mahler, P.E. – CEO