

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Sealed Bid Proposals will be received by Dallas County (the "Owner"), at the office of the Dallas County Board of Supervisors, before 2 p.m. local time, on February 13, 2020, for the construction of "*Dallas County Wastewater Treatment Facility Demolition.*" The Work shall be as described in the Specifications and on the Plans for said improvements now on file at the Owner's office located at the Office of the Board of Supervisors of Dallas County, 902 Court Street, Adel, IA 50003. After receipt of the Bid Proposals, they will be opened, read, and tabulated by Owner and Engineers.

The Work involved includes:

1. Demolition of the existing pump station and wastewater treatment lagoon system in Dallas County, Iowa.
2. Dewatering lagoons and removal/disposal of sludge from lagoons.
3. Complete final grading and seeding.
4. Other associated work including cleanup.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which, together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids must be filed with the Board of Supervisors on or before the time herein set. All bids shall be made on forms furnished by the Owner, and must be enclosed in a separate sealed envelope and plainly identified. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to ten (10) percent of the total amount 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 Share Draft shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to Dallas County Board of Supervisors, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

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 ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding

calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the County for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 572.13 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion. Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

The Work performed under the proposed Contract shall be commenced within ten (10) days after issuance of the "Notice to Proceed." The Work shall be substantially completed on or before September 1, 2020, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before September 30, 2020. Failure to meet the final completion date will result in liquidated damages of \$1,000.00 per calendar day.

Plans and Bidding Documents and Contract Documents governing the construction of the Work have been prepared by McClure Engineering Company of Clive, Iowa. Plans and Specifications and the proceedings of the Owner, referring to and defining said proposed improvements, are hereby made a part of the Notice and the proposed Contract shall be executed in compliance therewith. Copies of said Plans and Bidding Documents and Contract Documents are now on file with the Owner in their office at 902 Court Street, Adel, IA 50003, for examination by bidders.

Plans and Bidding Documents will be available starting January 22, 2020. Paper copies of Plans and Bidding Documents and Contract Documents with Proposal forms may be obtained from McClure, 1360 NW 121st Street, Clive, Iowa, 50325, 515-964-1229, upon request. The request shall be accompanied by a certified check (made payable to McClure Engineering Company) in the amount of Fifty Dollars (\$50.00) for 11 by 17-inch Plans and One Hundred Dollars (\$100.00) for 24 by 36-inch Plans. Payment will be refunded if the Plans and Documents are 1) returned of within fourteen (14) days after the Award of the Project and 2) the Plans and Documents are in a reusable condition. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents at no cost by inputting Quest project number 6640651 on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE adjusted by the sum of the price differences between each "Basis of Bid" major equipment item or product (Column 1 of Schedule A) and each "Substitute" major equipment item or product (Column 2 of Schedule A) proposed by the Bidder and accepted as "or equal" by the Engineer.

Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System web site at <http://www.epls.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

A Contractor's Debarment and Suspension/Certification is contained in the Specifications; however, this Certification should not preclude any interested party from ascertaining whether the certifying person is actually on the U.S. General Services Administration Excluded Parties List System.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

Published by the order of the Board of Supervisors of Dallas County, Iowa.

OWNER: _____

By: _____
Title:

ATTEST:

Title:

End.

