

INVITATION FOR BIDS

OSCEOLA COUNTY IOWA SIBLEY TRUCK SHOP BUILDING REPLACEMENT

- **Department:** Osceola County Iowa Secondary Roads
- **Start Date:** 9/20/2023
- **Close Date:** 10/18/2023 4:00 PM

Sealed bids will be received by the Osceola County Secondary Roads Department at 300 7th Street, Iowa 51249, until 4:00 p.m. on Wednesday, October 18 for the following described public improvement:

OSCEOLA COUNTY SECONDARY ROADS TRUCK STORAGE BUILDING
10101st AVENUE, SIBLEY, IOWA

Project

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of a new truck storage shop to replace previous shop lost to fire. improvements generally described as follows:

Prior shop and foundation has been demolished with existing utilities capped at building. Project will include final grading of building site and new foundation for a pre-fabricated steel building 148 feet long by 60 feet wide with 16 foot walls. The building will include electrical, plumbing, mechanical equipment and a sprinkler system. Plans of the building layout including walls, doors, windows, electrical, plumbing, and mechanical equipment are provided by the county as part of the bid package. The contractor is required to provide engineered shop drawings of the building sealed by an Iowa registrant for review and approval by the county engineer.

All work is to be done in compliance with the Plans and Specifications prepared by the secondary roads department. Plans and specifications may be obtained from the Secondary Roads Department, during normal courthouse hours or electronically at

<https://osceolacountyia.gov/departments/engineer>

Should a bidder choose to retrieve plans electronically they should notify the county engineer at kbrann@osceolacoia.org so that they may be notified of any future bid addenda.

Bid Form

All bids shall be made on the bid tabulation in this invitation for bid and shall be filed on or before the time specified above, in a sealed envelope addressed to the County Engineer of Osceola County, Iowa, clearly stating that the envelope contains a bid on this project.

Each proposal shall be accompanied by 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 submitted should be made payable to the County of Osceola, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to Osceola County as security that if the bidder is awarded the contract by the County, the bidder will enter into a contract on the form provided by the County at prices bid and shall furnish the required performance and payment bond to the County. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within twenty (20) days after acceptance of the bid by the County, the bid security may be forfeited or cashed by the County as liquidated damages.

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 Bidder Status Form 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.

Any questions a bidder may have regarding the plans, specifications, or bidding process must be communicated in writing to the county engineer by 4:00 PM October 6, 2023. The county engineer will receive written questions at kbrann@osceolacoia.org. Any further direction on the bid due to questions or other needs of the county will be posted on the county website and directly sent to all known prospective bidders in the form of an addendum by October 12, 2023. Failure to acknowledge an addendum may result in the bid being deemed nonresponsive and rejected.

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

Summary of items to include with bid:

1. Completed bid tabulation with addendum acknowledgement (if any)
2. Bid bond
3. Bidder status form

Bid opening and Award

At the above time and place all bids received by the County will be opened and publicly read.

The results of the bids will be reported to the Osceola County board of supervisors at their board meeting on Tuesday, October 24, 2023 at 8:45 a.m in the boardroom, 300 7th Street, Sibley. At that time the Board may take action on the bids submitted or at such time as may then be fixed.

Contract Award

A sample contract is part of this bid package. The successful bidder will be required to enter into a contract and furnish an acceptable performance and payment bond and certificate of insurance within twenty (20) days after acceptance of the bid by the County.

The performance and payment bond must be in an 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, the contractor must provide the County with a guarantee of maintenance of said improvement in the form of surety for a period of one (1) year from the time of acceptance by the County.

Schedule

When contract is signed and notice to proceed is given, the contractor is free to commence work on the building. The building is to be completed by July 31, 2024.

OSCEOLA TRUCK STORAGE SHOP BID TABULATION

Original bid tab
9/20/2023

Contractor: _____

	Item	unit	quantity	unit cost	cost
foundation	8" reinforced concrete building pad with 48" frost perimeter footing	lump sum	1		
	134 LF trench drain with sump	lump sum	1		
	footings for support of steel building columns	each	18		
	bollard, 6 inch diameter	each	24		
building envelope	Prefabricated steel building, 148x60, 16 ft walls, 3:12 pitch roof, 24 gauge ribbed steel roof, 24 gauge steel exterior walls, building wrap, spray foam insulation	lump sum	1		
doors and windows	interior and exterior doors per door schedule	lump sum	1		
	window, 3-0 x 2-0	each	3		
	garage door, 18x14tall, insulated, windows on one panel	each	6		
	garage door opener, door mount fast geared	each	6		
interior treatments	26 gauge interior liner steel	lump sum	1		
	Work shop and sign storage rooms per plan dimensions; 2x6x8' wall framing, 16" on center; Ceiling joists 2x12x14', 12" on center; 1/2 plywood inside walls & ceiling & outside walls facing into truck shop; 3/4" plywood flooring over work shop & sign storage	lump sum	1		
	staircase to area over work shop & sign storage	lump sum	1		
	42" safety railing	lin ft	105		
	48" gate for railing	each	1		
	bathroom per plan dimensions; 2x6x9' wall framing, 16" on center; Ceiling joists 2x6x8', 24" on center; 1/2 plywood inside walls & ceiling & outside walls facing into truck shop; 3/4" plywood flooring over bathroom, elongated bowl tall residential style toilet, 24" commercial sink, faucet, 10 gal water heater, 1500w baseboard electric heater	lump sum	1		

OSCEOLA TRUCK STORAGE SHOP BID TABULATION

Original bid tab
9/20/2023

Contractor: _____

	Item	unit	quantity	unit cost	cost
electrical	150 AMP sub panel	each	1		
	commercial exterior rated ceiling fan 50 inch	each	8		
	LED fixture, 48" high bay, min 20,000 lumen	each	28		
	Light guard for 48" high bay LED fixture above	each	4		
	LED fixture, 48" min 5,000 lumen	each	11		
	Light guard for 48" 5,000 lumen LED fixture above	each	2		
	commercial grade 20 amp receptacle	each	56		
	220v-30 amp receptacle	each	3		
	5000 cfm exhaust fan	each	1		
	conduit and wiring to serve fixtures and outlets	lump sum	1		
mechanical	3/4 inch gas line (with main shuf off valve) as shown on plans	lump sum	1		
	200,000 BTU hanging shop furnace - shut off valve and drip leg at furnace	each	3		
	50,000 BTU hanging shop furnace - shut off valve and drip leg at furnace	each	1		
water	water lines (with main shut off valve) as shown on plans	lump sum	1		
	water hose reel station	each	3		
air	1/2 inch air compressor line as shown on plans	lump sum	1		
	air hose reel station	each	5		
fire system	sprinkler system tied to city main south of building	lump sum	1		
	Fire alarm	lump sum	1		
	Emergency & exit lighting	lump sum	1		
Total Bid					

I hereby submit this bid on behalf of my company

name

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes No My company has an office to transact business in Iowa.

Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT FOR CONSTRUCTION SERVICES

IT IS AGREED between _____. (Contractor) and Osceola County, Iowa (County) that:

Contractor agrees to provide construction services to construct a building on real estate owned by County, in exchange for valuable consideration.

1. **Price** - The total price for this Contract shall be _____, per awarded bid. This sum shall represent the total amount of compensation paid to Contractor per this Contract, and no additional sum or obligation shall be paid, unless said additional sum or obligation is agreed upon, in writing, by the parties.
2. **Payment** - Payment for construction services rendered under this Contract, as valuable consideration for such services, shall be paid as follows: Thirty percent (30%) of contract paid after completion of building foundation; Sixty percent (60%) of contract paid after completion of building envelope including insulation; Ninety percent (90%) of contract paid after building completion less punch list. Final contract amount paid after completion of punch list items. All payments taken to next regularly scheduled board of supervisors meeting with payment tendered week of board meeting.
3. **Specification of Work to Be Performed** - Contractor shall provide all general construction services to facilitate and carry out the construction of the building, including required concrete work. Contractor shall construct the building and provide services in accordance with the bid submitted by Contractor for the construction of this building, and shall provide all services listed in said bid, which is attached to this document and hereto incorporated as Exhibits _____.
4. **Contract Working time** – Contractor is free to commence work after notice to proceed is given. Building is to be completed by July 31, 2024.
5. **Insurance** - Contractor agrees to furnish County with certificate(s) of all insurance carried, certifying that Contractor has the above-specified insurance coverage, prior to commencement of construction activity. Contractor hereby expressly agrees to notify County, in writing, within one (1) business day of any change in the above-described coverage, or terms of coverage. County reserves the right, during the entire term of this Contract, to order and enforce the suspension of any and all construction activity at the real estate, should Contractor notify, or fail to notify, County, of any change in insurance coverage or terms within the required five (5) business days.
6. **Waiver of Subrogation** – Contractor hereby provides full release and relief of any right to recover damages against County, and waives their entire right to recover damages against County for loss of, or damage to its property arising out of, or incident to the perils required to be insured against as required by this agreement. The effect of such release and waiver is not limited by the amount of insurance carried, or required to be carried, or by any deductibles applicable hereto. Contractor agrees to direct their respective property and/or liability damage insurance carriers to waive any right to

subrogation that such companies may have against County, as the case may be, so long as the insurance is not invalidated thereby.

7. **Prior Negotiations/Entire Agreement** – Contractor and County agree that this Contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, renegotiations, and agreements.
8. **Choice of Law** – The parties agree that in any dispute concerning this Contract, the law of the State of Iowa shall apply.
9. **Amendment** - No revision of this Contract shall be valid unless made in writing and signed by Contractor and an authorized agent of County.
10. **Severability** – Should any portion, paragraph, segment, section or other part of this Contract be held to be unenforceable, void, or unconstitutional by any court of competent jurisdiction, the remainder of this Contractor shall remain in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.**

IN WITNESS WHEREOF, said parties have hereunto set their hands on the dates listed below, and memorialized their agreement with the terms set forth above.

CONTRACTOR:

Contractor name;

Owner, contractor name

Date

NOTARY

STATE OF IOWA, COUNTY OF OSCEOLA, ss:

This record was acknowledged before me on _____, by

Signature of Notary Public

COUNTY:

Osceola County, Iowa;

Chair, Osceola County Board of Supervisors

Date

NOTARY

STATE OF IOWA, COUNTY OF OSCEOLA, ss:

This record was acknowledged before me on _____, by

Signature of Notary Public