

NOTICE TO BIDDERS

Sealed bids will be received by mail or drop box at the Office of the **Auditor of Osceola County Courthouse, 300 7th Street, Sibley, Iowa**, for the Joint Drainage District No. 3, Branch 152 & 152-178, Osceola County, Iowa, **until 10:00 A.M., November 7, 2023**, at which time a Representative of the Joint Board of Supervisors with Auditor will open said bids. The Osceola County Board of Supervisors acting as Trustees of Joint Drainage District No. 3 will meet at **10:00 A.M., November 14, 2023**, at the Osceola County Courthouse for the purpose of considering said bids.

The work to be let is located in Sections 27, 34, & 35 of Allison Township (T99N, R39W) and Section 2 of Harrison Township (T98N, R39W), Osceola County, Iowa.

The work to be done shall consist of the following:

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY
DIVISION 1: BRANCH 152 TILE IMPROVEMENTS			
101	MOBILIZATION	LS	1
102	AGRICULTURAL DRAIN PIPE, 60" DIA.	LF	2432
103	60" DIA. ELBOW SECTION, FABRICATION ONLY	EA	3
104	APRON SECTION, RCP, 60"	EA	1
105	DROP INTAKE, 24" DIA.	EA	1
106	MISC. DRAIN TILE REPAIRS + CONNECTIONS	EA	10
107	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 42"	EA	2
108	JUNCTION STRUCTURE, 108" DIA.*	LS	1
109	TOPSOIL STRIP, STOCKPILE, RESPREAD	STA	25.05
110	GRANULAR FOUNDATION MATERIAL*	CY	96
111	SPOT TILE EXPLORATION	HR	2
112	FURNISH + INSTALL RIPRAP*	TON	380
DIVISION 2: BRANCH 152-178 TILE IMPROVEMENTS			
201	MOBILIZATION	LS	1
202	AGRICULTURAL DRAIN PIPE, 15" DIA.	LF	1903
203	AGRICULTURAL DRAIN PIPE, 18" DIA.	LF	9
204	AGRICULTURAL DRAIN PIPE, 24" DIA.	LF	1808
205	AGRICULTURAL DRAIN PIPE, 36" DIA.	LF	2167
206	AGRICULTURAL DRAIN PIPE, 42" DIA.	LF	5667
207	15" DIA. ELBOW SECTION, FABRICATION ONLY	EA	6
208	24" DIA. ELBOW SECTION, FABRICATION ONLY	EA	3
209	36" DIA. ELBOW SECTION, FABRICATION ONLY	EA	2
210	42" DIA. ELBOW SECTION, FABRICATION ONLY	EA	5
211	42"-36" REDUCER, FABRICATION ONLY	EA	1
212	36"-24" REDUCER, FABRICATION ONLY	EA	1

213	24"-15" REDUCER, FABRICATION ONLY	EA	1
214	DROP INTAKE, 15" DIA.	EA	4
215	DROP INTAKE, 18" DIA.	EA	6
216	DROP INTAKE, 24" DIA.	EA	2
217	MISC. DRAIN TILE REPAIRS + CONNECTIONS	EA	30
218	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 24"	EA	3
219	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 18"	EA	2
220	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 15"	EA	2
221	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 10"	EA	1
222	DISTRICT LATERAL TILE REPAIRS + CONNECTIONS, 8"	EA	1
223	JUNCTION STRUCTURE, 72" DIA.*	LS	1
224	CRUSH + BURY EXISTING TILE	LF	10361
225	TOPSOIL STRIP, STOCKPILE, RESPREAD	STA	116.72
226	GRANULAR FOUNDATION MATERIAL*	CY	300
227	SPOT TILE EXPLORATION	HR	8

DIVISION 3: COUNTY SECONDARY ROADS

301	AGRICULTURAL DRAIN PIPE, OPEN CUT, 15" DIA.	LF	69
302	AGRICULTURAL DRAIN PIPE, OPEN CUT, 42" DIA.	LF	66
303	AGRICULTURAL DRAIN PIPE, OPEN CUT, 60" DIA.	LF	66
304	REMOVE + DISPOSE EXISTING TILE	LF	201
305	TRAFFIC CONTROL	LS	1

The Joint Board of Supervisors reserve the right to waive any and all technicalities and/or irregularities, to reject any and all bids, to reject bids that they find to be unbalanced and to defer acceptance of any bid for a period not to exceed thirty-five (35) calendar days from the date of letting. Bids will be received to complete all parts of the proposed project, which if accepted, will be covered under one contract. Bid Stipulation:

1. Contractors who bid are required to provide a bid for **Division 1, Division 2, and Division 3.**
2. Contract will be awarded on the combined grand total.

Each bid shall be in writing on a form furnished by the Drainage District; must be filed with the Osceola County Auditor's Office in a sealed envelope plainly identified and addressed to the Auditor, Osceola County and must be accompanied by a bid security in a separate sealed envelope. The bid security must be either (1) bid bond (2) a certified or cashier's check drawn on a bank in Iowa (3) cash or (4) a certified share draft from a credit union in Iowa. The bid security shall be made payable to the Auditor or his/her order, at his/her office; in an amount equal to five percent (5%) of the total. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid securities of the unsuccessful bidders will be returned to them in accordance with paragraph 8.02 of the Instructions to Bidders. The bid security of the successful bidder will be held as a guarantee and not returned until after he has entered into a contract in accordance with his bid. Such bid security shall be forfeited to the Drainage District as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15)

days after receipt of Notice of Award of the contract.

Any bidder being considered for award of the contract will be required to provide a listing of pipe materials to be used in accordance with the estimate reference information and pipe schedule within the construction plans.

The successful bidder shall be required to execute bonds, with sureties approved by the Auditor, in favor of Osceola County for the use and benefit of **Joint Drainage District No. 3 Branch 152 & 152-178** and all persons entitled to liens for labor or material in an amount equal to one hundred percent (100%) of the contract price of the work to be done; conditioned for the timely, efficient, and complete performance of the contract; and the payment, as they become due, of all just claims for labor performed and material used in carrying out the contract. All conditions of these bonds shall conform with the forms of Bonds included in the Contract Forms and shall remain in effect until one (1) year after the date of final acceptance of the work by the Joint Board of Supervisors acting as Trustees for the District. In addition, Contractor will be required to furnish a warranty bond in accordance with Paragraph 6.01.B.1 of the Supplementary Conditions after Substantial Completion of the Contract. The owner reserves the right to televise pipe for defects and excess (>5%) pipe deflection within first year after construction.

The successful bidder shall obtain insurance in accordance with Article 6 of the Supplementary Conditions including Builder's Risk. Owner and Engineer are to be included as additionally insured.

Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board, not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

No such final payment will be due until the Contractor certifies to the District that the materials, labor, and services involved in the final estimate have been paid for accordance with the requirements stated in the specifications. The Joint Drainage District No. 3 of Osceola and Dickinson County, Iowa is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work shall be completed on or before November 1, 2024. Liquidated damages in the amount of two hundred and fifty dollars (\$250.00) per calendar day, will be assessed to the Contractor for each day that the work shall remain uncompleted, after the end of the contract period with allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

The construction of this project is dependent on wetland determinations. The determinations have been requested and are being processed by the NRCS. The expected issuance date is December 2023. Construction of the improvements as part of this contract cannot begin until the wetland determinations are known. The awarded

contractor will be provided a written notice when received. Should delays, directly related to the wetland determination, affect the construction schedule, considerations will be made to alter or adjust the substantial completion date and final completion date.

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

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.

Copies of plans and specifications governing the construction of the proposed improvements and the form of contract are now on file with the County Auditor's Office, Osceola County, Iowa; and at the offices of ISG, 1725 N. Lake Ave., Storm Lake, Iowa for examination by prospective bidders. Copies may be obtained from the Engineer for the project, ISG, Storm Lake, Iowa 50588, (712) 732-7745. A refundable plan deposit of one hundred dollars (\$100.00) is required. This deposit will be refunded if the documents are returned in a re-useable condition within fourteen days after award of the project. If the contract documents are not in a reusable condition and returned timely, the deposit shall be forfeited. When requesting mailed documents, please include your address, phone number, fax number, and e-mail address. Make checks payable to ISG.

Drawings, specifications, and other bidding documents may also be obtained online at www.questcdn.com or www.isginc.com, and are viewable for free. If you do not already have a free membership, you may sign up to gain access to the documents. A printable PDF copy of the documents is also available.

This notice is given by order of the Osceola and Dickinson County Joint Board of Supervisors acting as Trustees of Joint Drainage District No. 3 Branch 152 & 152-178.

Rochelle Van Tilburg, Auditor
Osceola County, Iowa