

## NOTICE TO BIDDERS

GUTHRIE COUNTY, IOWA – COUNTY HIGHWAY N54 – CULVERT REPLACEMENT

Sealed bids for the work comprising the improvement as stated below will be received by the County Auditor until May 1<sup>st</sup>, 2018 at 10:00 A.M., according to the clock in the office of the County Auditor, at 200 N. 5th Street, Guthrie Center, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

At the above time and place all bids received by the County will be opened and publicly read aloud. Results will be reported to the Guthrie Board of Supervisors at their meeting on **May 1<sup>st</sup>, 2018 at 10:00 a.m.** at which time the Board may take action on the proposals submitted or at such time as may then be fixed.

### General Nature of the Public Improvement

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Guthrie County generally described as follows:

Construction of the **County Highway N54 – Culvert Replacement** located in Guthrie County, IA, shall include all materials, labor and equipment necessary for the project, including the approximate quantities: 374.3 CY of Structural Concrete, 60,623 LBS of Reinforcing Steel, 5604 CY of Class 20 Excavation, Traffic Control, Mobilization and other miscellaneous construction.

The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by Kirkham Michael and Associates, Inc. which have been heretofore approved by the Board of Supervisors and which are now on file for public examination in the office of the Auditor.

All bids shall be made on a form furnished by the County and shall be filed on or before the time specified above, in a sealed envelope addressed to the County Auditor of Guthrie County, Iowa, clearly stating that the envelope contains a bid on this project. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

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 for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of \$12,500 and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to Guthrie County, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to Guthrie 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 ten (10) days after acceptance of the bid by the County, the bid security may be forfeited or cashed by the County as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the 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 for a period of one (1) year(s) from the time of acceptance by the County.

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.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Work on said project shall commence within Forty (40) days of a written notice to proceed and all work shall be completed within forty-five (45) working days of the start date. Liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** per calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period.

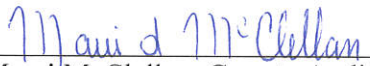
Payment for the work will be made by the County in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the Board of Supervisors may at its sole discretion determine and provide.

Payment will be made to the contractor based on bi-weekly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed 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. Any such payment by the County shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the County will be made in accordance with Iowa statues and the contract documents.

Bidding forms may be obtained from Guthrie County Secondary Roads; 2211 215th Road Guthrie Center, IA 50115; 641-747-2274. Copies of Plans and Specifications and contract documents can be obtained at the same address.

The County reserves the right to reject any and/or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed to be in the best interests of the County.

Bids will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

  
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Marci McClellan, County Auditor

Publish: April 17, 2018

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