

SECTION 00 0030NOTICE TO BIDDERS**NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF THE MITCHELL COUNTY SERVICES BUILDING PUBLIC HEALTH REMODEL FOR MITCHELL COUNTY IN OSAGE, IA**

Sealed bids will be received by the Auditor for Mitchell County at the Mitchell County Courthouse Auditor's Office located at 212 South 5th Street, Osage, Iowa, before 2:00 pm, on the 14th day of November 2019, for the construction of the **Mitchell County Services Building Public Health Remodel** as described in the plans and specifications therefore, now on file in Mitchell County.

Bids will be opened in the Board of Supervisor's Board Room, and the amount of the bids announced at the time and date specified above.

On Tuesday, November 19, 2019 at 9:00 am, at the Mitchell County Courthouse, 212 South 5th Street, Osage, Iowa the Board of Supervisors will act upon bids for the construction of said improvements.

The project involves remodeling the office area of Mitchell County Public Health located at 415 Pleasant Street, Osage, Iowa including: General Construction, Mechanical Construction (plumbing, heating, ventilation, and air conditioning), and Electrical Construction (power, lighting, communication, and fire safety). A Lump Sum Bid under a Single Construction Contract will be received for the project.

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 Board of Supervisors for Mitchell County.

All bids in connection therewith shall be submitted to the Auditor of Mitchell County on or before the time herein set for receiving bids. All bids shall be made on official bidding blanks furnished by Mitchell County, and any alterations in the official form of proposal will entitle the Board of Supervisors, at its option, to reject the proposal involved for consideration. Each bid shall be sealed and plainly identified.

Each Bid shall be accompanied by bid security in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States a certified share drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount. CONTRACTOR shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

Bid Security should be made payable to Mitchell County. The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the Owner as liquidated damages in the event the successful bidder fails or refuses to enter into contract within fifteen (15) days after the award of contract and post bond satisfactory to the Owner insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents.

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 that from 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 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.

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

Mitchell County may make the award to the lowest responsive, responsible bidder meeting specifications. Mitchell County reserves the right to reject any or all bids, or any part thereof, and to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of Mitchell County.

Mitchell County reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

The successful Bidder will be required to furnish a Performance Bond and Payment Bond in the amount equal to one hundred percent (100%) of the Contract Amount, said bond to be issued by a responsible surety approved by Mitchell County and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor to all persons, firms and subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and protect and save harmless Mitchell County from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by Mitchell County.

Bidders are expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply Mitchell County with proof of said compliance.

No liquidated damages will be assessed on the project.

The contractor shall not include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free. Iowa Construction Sales Tax Exemption Certificates will be issued by Mitchell County which will authorize suppliers of building materials to sell materials exempt from Iowa sales tax to the entity listed on the certificate. Upon award of contract, the successful contractor will be required to provide project information on the contractor, and each subcontractor, and supplier required the exemption of certificates.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Upon completion and acceptance of the work, the Architect shall issue a certificate that the work has

been accepted under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by Mitchell County subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

Bids shall be made out on the form furnished by the Architect, Skott & Anderson Architects, Mason City, IA. Contract Documents, comprised of the Project Manual and Drawings, may be viewed at the Mitchell County Courthouse Board of Supervisors, 212 South 5th Street, Osage, Iowa or at the Architect's office, Skott & Anderson Architects, 2800 4th St. SW, Suite, 6, Mason City, IA. Bidder may obtain a set of the Contract Documents by contacting Skott & Anderson Architects. There is a forty-five dollar (\$45.00) refundable deposit for printed Contract Documents.

Any Bidder of equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

This notice is given by order of the Mitchell County Board of Supervisors, Osage, Iowa.

MITCHELL COUNTY BOARD OF SUPERVISORS

Steven Smolik, Board Chair

ATTEST:

Lowell Tesch, Mitchell County Auditor

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