

## **BID FORM**

Oelwein 2023 Plaza Park Improvements  
Oelwein, Iowa

CONTRACT NO. 20-CVN-023

### **Table of Contents**

Article 1 – Owner and Bidder

Article 2 – Attachments to this Bid

Article 3 – Basis of Bid – Lump Sum Bid

Article 4 – Time of Completion

Article 5 – Bidder’s Acknowledgements: Acceptance Period, Instructions,

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**City Clerk**  
**City of Oelwein**  
**20 2nd Ave SW**  
**Oelwein, Iowa 50662**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Contractor's Iowa Registration No. or a written covenant to obtain such registration within the time for acceptance of Bids;
- C. Bidder Status Form;
- E. CDBG Form:
  - 1. Intent to Comply with Section 3 Requirements

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

3.01 *Unit Price Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Oelwein Plaza Park - Bid Form**  
**Addendum #4 - 03/14/2023**

| Item No.                                      | Item Description   | Qty  | Unit | Unit Cost  | Item Total            | Remarks   |
|---|--|------|------|------------|-----------------------|---|
| <b>DIVISION 1 - GENERAL</b>                   |  |      |      |            |                       |   |
| 1   | Traffic Control + Construction Fencing                     | 1    | LS   | 15,784.00  | 15,784.00             | See notes on D1 - Demo Plan   |
| 2   | Removal for Asphalt Pavement at Alley Edge                 | 174  | SY   | 21.15      | 3,680.10              | Includes sawcutting   |
| 3   | Removal of Concrete Planters                               | 1    | LS   | 994        | 994                   | Salvage and stockpile for Owner to relocate   |
| 4   | Removal + Relocation of Fencing                            | 1    | LS   | 3,566.56   | 3,566.56              | Salvage and reinstall as indicated  |
| <b>DIVISION 2 - EARTHWORK</b>                 |  |      |      |            |                       |   |
| 5   | Topsoil, On-site, 4 Inch Depth (Strip, Salvage, Spread)    | 1    | LS   | 5,188.00   | 5,188                 | Estimated 260 CY  |
| 6   | Topsoil, Haul, Placement                                   | 1    | LS   | 1,999.40   | 1,999.40              | Estimated 52 CY   |
| 7   | Excavation, Class 10, Balance Cut/Fill On-site             | 1    | LS   | 1,570.00   | 1,570.00              | Estimated 110 CY  |
| 8   | Structural Impervious Fill, Haul, Placement and Compaction | 1    | LS   | 5,083.60   | 5,083.60              | Estimated 140 CY  |
| 9   | Compaction Testing   | 1    | LS   | 17,988.40  | 17,988.40             |   |
| 10  | Erosion Control  | 1    | LS   | 4,060.00   | 4,060.00              |   |
| <b>DIVISION 6 - UTILITIES</b>                 |  |      |      |            |                       |   |
| 11  | Sanitary Sewer Service                                     | 1    | LS   | 27,432.96  | 27,432.96             | See F1 Utility Plan for scope and details   |
| 12  | Water Service  | 1    | LS   | 11,905.18  | 11,905.18             | See F1 Utility Plan for scope and details   |
| 13  | Electrical Service   | 1    | LS   | 62,584.80  | 62,584.80             | Includes service to site, feeders to container panels and existing stage panel, receptacles in plant beds and service to festoon lights. See E1 Electrical Plan |
| 14  | Festoon Lighting   | 380  | LF   | 43.33      | 16,465.40             | Includes electric service, string lights, bulbs, support cables, and installation   |
| 15  | Festoon Poles, Footings, and Connection Hardware           | 6    | EA   | 12,666.91  | 76,001.46             |   |
| <b>DIVISION 7 - STREETS AND RELATED WORK</b>  |  |      |      |            |                       |   |
| 16  | Pavement, PCC, 5 in Thickness - Walkways                   | 648  | SY   | 79.87      | 51,755.76             |   |
| 17  | Subbase, Modified, 6 Inch @ PCC Walks                      | 154  | CY   | 43.78      | 6,742.12              |   |
| 18  | Pavement, PCC, 4 in Thickness - Surfacing Subbase          | 236  | SY   | 45.21      | 10,669.56             |   |
| 19  | Subbase, Modified, 6 Inch @ PCC Walks                      | 78   | CY   | 43.78      | 3,414.84              |   |
| 20  | Pavement, HMA, Full-Depth - Alley Transition               | 40   | TON  | 338.76     | 13,550.40             | Approx. 1,100 SF, figured 6" depth for transition   |
| 21  | Curb and Gutter, 6 in Tall, 24 in Width, 6 in Thickness    | 310  | LF   | 70.74      | 21,929.40             |   |
| <b>DIVISION 9 - SITE WORK AND LANDSCAPING</b> |  |      |      |            |                       |   |
| 22  | Seeding & Fertilizing, Type 1                              | 0.50 | AC   | 23,616.00  | 11,808.00             |   |
| 23  | Watering   | 1    | LS   | 4,608.00   | 4,608.00              |   |
| 23  | Trees to be relocated                                      | 3    | EA   | 690        | 2,070.00              |   |
| 24  | Deciduous Trees with Warranty                              | 11   | EA   | 3,440.80   | 37,848.80             | 1 year warranty with one replacement if necessary   |
| 25  | Evergreen Trees with Warranty                              | 4    | EA   | 3,440.80   | 13,763.20             | 1 year warranty with one replacement if necessary   |
| 26  | Deciduous and Evergreen Shrubs with Warranty               | 46   | EA   | 369.82     | 17,011.72             | 1 year warranty with one replacement if necessary   |
| 27  | Ornamental Grasses with Warranty                           | 104  | EA   | 254.4      | 26,457.60             | 1 year warranty with one replacement if necessary   |
| 28  | Shredded Hardwood Mulch for Plant Beds                     | 48   | CY   | 278.4      | 13,363.20             | 4,330 SF at min. 3" depth   |
| 29  | Installation of Reclaimed Limestone Blocks                 | 31   | EA   | 192.36     | 5,963.16              | Limestone blocks to be picked up from in-town location and placed as indicated on layout plan and detail ?/L102   |
| <b>DIVISION 11 - MISCELLANEOUS</b>            |  |      |      |            |                       |   |
| 29  | Construction Staking                                       | 1    | LS   | 7,440.00   | 7,440.00              |   |
| 30  | Mobilization   | 1    | LS   | 30,634.00  | 30,634.00             |   |
| 31  | Concrete Washout Basin, Lined                              | 1    | LS   | 432        | 432                   |   |
| <b>DIVISION 12 - SPECIAL PROVISIONS</b>       |  |      |      |            |                       |   |
| 32  | 4 Qty. Universal Restroom - Fabricated Container Building  | 1    | LS   | 248,872.03 | 248,872.03            | See A102 Restroom Container, Water heaters, HVAC units, freight, and foundations  |
| 33  | Concessions + Storage - Fabricated Container Building      | 1    | LS   | 238,511.68 | 238,511.68            | See A101 Concession Container, Water heater, HVAC units, freight, and foundations. Cooler/s excluded  |
| 34  | Shade Structure  | 1    | LS   | 33,219.00  | 33,219.00             | 20' wide, 36' long - Includes freight   |
| 35  | Shade Structure - Footings & Installation                  | 1    | LS   | 9,894.00   | 9,894.00              | Per manufacturer requirements   |
| <b>Play Features</b>                          |  |      |      |            |                       |   |
| 35  | Play Mounds & Synthetic Turf Surfacing                     | 1    | LS   | 116,373.60 | 116,373.60            | 765 SF of Synthetic Turf on Mounds + 1,355 SF of Play Surfacing   |
| 36  | Mushroom Steppers - 8 inch                                 | 2    | EA   | 1,914.37   | 3,828.74              |   |
| 37  | Mushroom Steppers - 10 inch                                | 3    | EA   | 1,914.37   | 5,743.11              |   |
| 38  | Mushroom Steppers - 20 inch                                | 3    | EA   | 2,334.37   | 7,003.11              |   |
| 39  | Log Steppers - 8 inch                                      | 2    | EA   | 1,574.37   | 3,148.74              |   |
| 40  | Log Steppers - 18 inch                                     | 2    | EA   | 1,959.37   | 3,918.74              |   |
| 41  | Log Steppers - 28 inch                                     | 2    | EA   | 2,694.37   | 5,388.74              |   |
| <b>BASE BID TOTAL</b>                         |  |      |      |            | <b>\$1,209,667.11</b> |   |

Bidder acknowledges that (1) each bid unit price includes an amount considered by bidder to be adequate to cover contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the contract documents.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Bidders may request digital bid form file to fill out, print, and return with bids. Make requests to Ben Sandell at bsandell@thinkconfluence.com.

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3.02 *Adjustment Prices – (Not used)*

3.03 *Bid Alternates– (Not used)*

**ARTICLE 4—TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

#1 #2 #3 #4

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

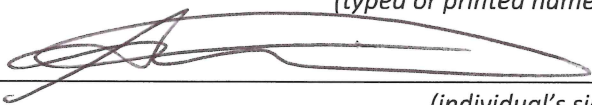
6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Miller's Construction INC  
(typed or printed name of organization)

By:   
(individual's signature)

Name: Andrew Miller  
(typed or printed)

Title: President  
(typed or printed)

Date: 3-24-2023  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: WDP  
(individual's signature)

Name: Kevin D Pfohl  
(typed or printed)

Title: MASTER ELECTRICIAN  
(typed or printed)

Date: 3/23/23  
(typed or printed)

Address for giving notices:  
1874 105<sup>th</sup> St 563-590-2316  
HAZLETON, IA 50641

Bidder's Contact:

Name: Andrew Miller  
(typed or printed)

Title: President  
(typed or printed)

Phone: office 319-283-1224 cell 563-920-2246

Email: millersconstruction75@yahoo.com

Address:  
1874 105<sup>th</sup> St Hazleton IA 50641

Bidder's Contractor License No.: (if applicable) C114404