



City of Oelwein

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CITY OF OELWEIN, IOWA

STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

CITY OF OELWEIN, IOWA

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

Oelwein, IA

PREPARED BY:

OELWEIN UTILITY DEPARTMENT

CITY OF OELWEIN

CITY HALL

20 SECOND AVENUE SW

OELWEIN, IOWA 50662

**CITY OF OELWEIN, IOWA
STREET DEPARTMENT BUILDING
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**CITY OF OELWEIN, IOWA
OFFICIAL NOTICE OF LETTING**

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

NOTICE OF PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT FOR THE STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT IN THE CITY OF OELWEIN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the **12th day of December, 2019** for the construction of the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT as described in the plans and specifications for Project No 001, and which will be opened, read, and tabulated by the City Administrator or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **23rd day of December, 2019** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT in Oelwein, Iowa as shown in the plans and specifications for Project No. 001.

The work shall begin without unnecessary delay and shall be **completed by May 29th, 2019**. The City and Contractor recognize that time is of the essence of this Agreement.

The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Final Completion Liquidated Damages
\$100.00

For each day that expires after the time specified for Final Completion the City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.


The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the Utility Superintendent, and at Oelwein City Hall, Oelwein, Iowa

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

CITY OF OELWEIN, IOWA

By


Dylan Mulfinger, City Administrator

CITY OF OELWEIN, IOWA

STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

PROPOSAL FORM

Utility Department

Bids are due **December 12th, 2019 at 10:00 A.M.** In the City Hall Building, Oelwein, Iowa 50662

Type of Work: STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION
Project No.: 001

Location and description: The proposed work will involve furnishing the labor, equipment, and materials for construction and miscellaneous appurtenances necessary for constructing the 2019 STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT located at 400 7th Avenue Southwest in Oelwein, Iowa.

Proposal of: Matt Construction Inc.
(Name of bidder)
203 Y Ave Sumner IA 50674
(Street Address) (Town) (State) (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work. The bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a cost of labor and materials, as provided in the Specifications.

IN ADDITION TO THE OPTIONS AND ALTERNATES NOTED, THE CONTRACTOR SHALL INCLUDE A BASIC FLOOR PLAN AND DETAILS OF CONSTRUCTION FOR THE CITY'S CONSIDERATION OF PROPOSALS.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Proposal Guarantee	Completion Date	Calendar Days	Liquidated Damages Per Day
10% of Bid	May 29 th , 2019	N/A	\$1,000

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and

contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

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

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Oelwein, Iowa, reserves the right to make an award on any part or all of the project options, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Oelwein, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest responsive, responsible and qualified bidder. The City of Oelwein, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other project in the City of Oelwein, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: Matt Construction, Inc.
By: Kelly Matt
Title: Pres.
Business Address: 203 4 Ave Sumner IA 50674
Date: 12/12/19

BID BOND

See in Bond envelope

UTILITY DEPARTMENT
CITY OF OELWEIN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, _____
_____ of _____ as Principal, and

as Surety, are held and firmly bound unto the City of Oelwein, a municipal corporation in the County of Fayette, State of Iowa, hereinafter defined as Obligee, in the penal sum

of _____ (\$ _____)
for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee
_____ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, fir:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____,

Countersigned by: _____
Principal

_____ BY _____
Resident Commission Agent as Prescribed (Contractor's Signature)
by Chapter 515.53, Iowa Code of 1971

(Required only if Attorney-in-fact is not also _____
an Iowa Resident Commission Agent.) Surety

BY _____
(Attorney-in-Fact)
Attach Power of Attorney

CITY OF OELWEIN, IOWA C O N T R A C T

STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

THIS AGREEMENT, made and entered into by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner", and Watt Construction, Inc. hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of 177,865.00 Dollars One hundred seventy seven thousand eight hundred sixty five and 00/100

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the applicable options, plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	ITEM	DOLLAR AMOUNT
1	24-foot by 60-foot Building Addition <u>steel</u>	<u>78,500.00</u>
2	Option A: Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts	<u>49,750.00</u>
3	Option B: Removal and replacement of existing exterior side steel, trim & insulation	<u>49,615.00</u>
PROJECT BID TOTAL		<u>177,865.00</u>

ALTERNATE 1: POST FRAME CONSTRUCTION ADD / DEDUCT (Circle One) \$ 3000.00

ALTERNATE 2: SPRAY FOAM INSULATION ADD / DEDUCT (Circle One) \$ 39,000.00

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Oelwein, Iowa.

That in consideration of the foregoing, the City hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Oelwein, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of two (2) years following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **May 29th, 2019** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Final Completion Liquidated Damages
\$100.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Fayette County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ day of _____, _____.

CITY OF OELWEIN, IOWA

By _____

ATTEST: _____

CONTRACTOR

 By Kelly Mitt
203 Y Ave Summer IA 50674
 Business Address

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: 8 / 8 / 2008 to 12 / 12 / 2019 Address: 203 1/2 Ave
City, State, Zip: Sumner IA 50674

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 bidders who are residents? 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: Natt Construction, Inc.

Signature: Kelly Natt Date: 12/12/19

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.

