

NOTICE TO BIDDERS

REVERSE OSMOSIS MEMBRANE TREATMENT PROCESS TRAIN
MARSHALLTOWN WATER WORKS
MARSHALLTOWN, IOWA
PUBLIC IMPROVEMENT PROJECT

Marshalltown Water Works (Owner) is requesting Bids for the construction of the following Project:

Marshalltown Water Works

Reverse Osmosis Membrane Treatment Process Train

The Project includes the following Work:

Construction of a new 6 MGD Reverse Osmosis (RO) Treatment Process Train at the Marshalltown Water Works existing treatment plant site and north to Sand Road, including a detention basin, water treatment buildings, dual-media gravity filters, installation of a pre-procured RO membrane system, water treatment chemical storage and feed systems, site piping, additional high service pumping, and electrical work and instrumentation and controls associated with the new water treatment equipment. The work also includes the construction of a new chemical and pump building at the existing Marshalltown Water Works water treatment plant that will include new booster pumps and chemical feed and storage.

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before 2:00 P.M. according to the clock in the Board Room, at the Marshalltown Water Works main office located at 205 East State Street, Marshalltown, Iowa, 50158 on the 5th day of August 2025, at the reception desk in said Main Office. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **2:00 P.M. on the 5th day of August, 2025**, in the Board Room at the Marshalltown Water Works main office located at 205 East State Street, Marshalltown, Iowa, 50158. Proposals will be considered by the Marshalltown Water Works Board of Trustees at its meeting at 12:00 PM on 19th day of August 2025, in said Board Room at the Marshalltown Water Works main office. The Board of Trustees may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, no earlier than September 15th, 2025 and no later than September 30, 2025, and shall be completed as stated below. The Notice to Proceed will be issued after the Contract is executed, which is expected to occur on September 15, 2025.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Marshalltown Water Works Main Office and may be examined at 205 E State Street, Marshalltown, Iowa, 50158.

An electronic copy of the Contract Documents is available at www.questcdn.com at no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$300.00 for each set. Bidders who return full sets of the Bidding Documents in good condition within 14 days after receipt of Bids will receive a full refund. Make deposit checks payable to HDR.

Bidding Documents on paper may be purchased from the Issuing Office during the hours indicated above. Refundable deposit cost does not include shipping charges. Upon Issuing Office's receipt of payment, paper Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call Audrey Anderson at (515) 553-6071 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a 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.

Bid Security

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 Marshalltown Water Works, for the faithful performance of the Contract, in an amount equal to ten percent (10%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders 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 Marshalltown Water Works. The bid shall contain no condition except as provided in the specifications.

Marshalltown Water Works reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the Marshalltown Water Works and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the Marshalltown Water Works from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the Contract.

Title VI Compliance

Marshalltown Water Works, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or Marshalltown Water Works, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 97% of the work completed during a payment period, with the remaining 3% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled Marshalltown Water Works Board of Trustees meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by Marshalltown Water Works as per provisions in the Iowa Code.

Sales Tax Exemption

Marshalltown Water Works will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project no later than November 14, 2027. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of two thousand, four hundred Dollars (\$2,400.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

Marshalltown Water Works does hereby reserve the right to reject any or all bids, to waive informalities and irregularities in the form of the bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the Marshalltown Water Works Board of Trustees, Marshalltown,
Iowa.

Laura Eilers, Chairman

ATTEST:

Zachary Maxfield, Secretary

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