

## NOTICE OF HEARING AND LETTING

Sealed bids will be received by the Trustee Clerk of Indianola Municipal Utilities (IMU), Indianola, Iowa, (Owner) at the IMU Office Building located at 210 W. 2nd Avenue, Indianola, Iowa 50125 until 1:00 P.M. local time on Friday, September 15<sup>th</sup>, 2023 for the following described public improvement:

**NOFA 7 PHASE #2  
INDIANOLA, IOWA  
PROJECT NO. 2023-NOFA7-PHASE2-RSN09**

At the above time and place all bids received by the Clerk will be opened and publicly read. At 5:30 P.M. on the 9<sup>th</sup> day of October 2023, the Board of Trustees of Indianola Municipal Utilities will hold a hearing and said Board of Trustees proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The extent of work on this project is the furnishing of all labor, equipment as noted and incidental materials for the construction of improvements generally described as below. Owner will provide vaults, fiber cable and ground rods. Contractor will provide conduit with pull tape, tracer wire (for future drop locations), fiber marker posts and marker posts with test stations and other incidental materials, not limited to gravel, conduit splices.

The NOFA 7 PHASE #2 consists of two work divisions which are described as follows:

Division 1: This work division consists of the installation of a fiber optic conduit network - (1) 1.5" conduit with tracer wire (tracer placed in conduits without traceable fiber), mule tape, fiber optic cable in some locations, vaults, and fiber marker posts. The new conduit network consists of approximately 4,856 linear feet and an additional 1,373 linear feet (Alternate) of rural build. Conduit installation method will be up to the discretion of the contractor. The main build will be a FTTH extension on 110<sup>th</sup> Ave and street crossings on R63. The Alternate build consists of an extension north on 110<sup>th</sup> Ave from 8626 110<sup>th</sup> Ave to 8369 110<sup>th</sup> Ave. No fiber splicing or testing is involved in this bid. Division 1 and Division 1 Alternate work shall be completed by December 31<sup>st</sup>, 2023.

Division 2: This work division consists of the installation of a fiber optic conduit network - (1) 1.5" conduit with tracer wire (tracer placed in conduits without traceable fiber), mule tape, fiber optic cable, vaults, test station and fiber marker posts. The new conduit network consists of approximately 12,256 linear feet and an additional 1,506 linear feet (Alternate), both which are rural builds. Conduit installation method will be up to the discretion of the contractor. There are three main FTTH extensions: The first will start at the intersection of Lucas Pl and 118<sup>th</sup> Ave and continue southwest down Lucas Pl turning south down 113<sup>th</sup> Ave to the driveway of 13984 113<sup>th</sup> Ave. The second will be along McGregor Trail east of 118<sup>th</sup> Ave. The third will start at 118<sup>th</sup> and Nevada St and go west down Nevada St to 10810 Nevada St. The Alternate build consists of multiple streets crossings on Nevada St and 118<sup>th</sup> Ave. No fiber splicing or testing is involved in this bid. Division 2 and Division 2 Alternate work shall be completed by May 17<sup>th</sup>, 2024.

The 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 NewCom Technologies which have been heretofore approved by the Board of Trustees and which are now on file for

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public examination in the office of the Clerk of said Utility and by reference made as a part thereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the Board of Trustees and shall be filed on or before the time specified above, in a sealed envelope addressed to the Clerk of IMU, Indianola, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. 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 INDIANOLA MUNICIPAL UTILITIES, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the Board as security that if the bidder is awarded the contract by the Board, the bidder will enter into a contract on the form provided by the Board at prices bid and shall furnish the required performance and payment bond to the Board. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within fifteen (15) days after acceptance of the bid by the Board, the bid security may be forfeited or cashed by the Board 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, equipment and/or materials in the execution of the work provided for in the contract. Additionally the contractor must provide the Board with a guarantee of maintenance of said improvement in the form of surety for a period of twelve (12) months from the time of acceptance by the Board.

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.

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.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Work on said project shall commence within ten (10) calendar days of the written notice to proceed and shall be completed in phases as detailed in the project plans. The work shall be completed per the staging dates provided in the plans.

Division 1 and Division 1 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before December 31, 2023. All restoration work shall be completed by April 15, 2024. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.

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Division 2 and Division 2 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before May 17th, 2024. All restoration work shall be completed by May 30th, 2024. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.

Payment for the work will be made by the Board 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 may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly 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 Board shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Partial lien waivers are not required for the first payment application if the payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all assigned subcontractor(s), vendors and suppliers who were included in the immediately preceding payment application, to the extent of the payment, as reflected on the payment application form.

Partial lien waivers from Contractor can all assigned subcontractor(s), vendor(s), and suppliers shall accompany the first payment application when the amount of the payment exceeds fifty percent (50%) of the total contract amount. Lien waivers are to be in the amount reflected on the payment application form.

Upon completion of the work and its acceptance by the Board, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the Board of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the Clerk that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The Contractor's request for final payment shall include final lien waivers, on Owner forms, from all assigned subcontractor(s), vendor(s) and suppliers in the full amount of their contracts as reflected on the payment application form. The Contractor shall also furnish its own final waiver of lien as reflected on the payment application form.

Bidding forms, electronic copies of Plans, Specifications, and Contract Documents are available, at no cost, from the NewCom Plan Room by emailing [NewCom@NewComTech.com](mailto:NewCom@NewComTech.com) (with 2023-NOFA7-Phase2-RS09 in the subject line). Interested parties will receive an email to self-register for bid document, plan set and addendum access.

There will be a pre-bid conference on Tuesday, September 5th, 2023 at 2:00P.M. via a web conference using details as follows:

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**For presentation view, join the conference from your computer, tablet or smartphone.  
Use this hyperlink: <https://meet.goto.com/601255221>**

**Phone - voice only.**

**dial: (669) 224-3412** and use Access Code: **601-255-221**

Bidding Documents may be downloaded from the designated website by requesting access from Engineer. Prospective Bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a third-party plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with Addenda, lists of registered Bidding Documents holders, reports on the Site, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

The Board reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Board of Trustees  
Indianola Municipal Utilities  
Indianola, Iowa

Lori Smith, Chairperson

ATTEST:

Jackie Rafferty, Clerk

Publish: August 29th, 2023