

**CITY OF FAIRFIELD, IOWA
WASTEWATER TREATMENT PLANT IMPROVEMENTS 2021
AEROBIC DIGESTER NO. 1 REPLACEMENT – RE-BID**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **WASTEWATER TREATMENT PLANT IMPROVEMENTS 2021, AEROBIC DIGESTER NO. 1 REPLACEMENT – RE-BID**, will be received, by the City of Fairfield, Iowa, at the office of the City Clerk at City Hall, located at **118 South Main Street, Fairfield, Iowa 52556**, before **1:00 P.M.** local time on **December 2, 2021**, at which time the bids received will be publicly opened and read. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Fairfield City Council at their meeting in the Council Chambers at City Hall, **118 South Main Street, Fairfield, Iowa 52556** on **Monday, December 13, 2021 at 7:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Fairfield, Iowa will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **7:00 P.M.** on **Monday, November 22, 2021**, in the Council Chambers at City Hall, **118 South Main Street, Fairfield, Iowa 52556**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of the following items:

1. Dis-assembly of existing sludge holding tank and related appurtenances;
2. Erection of new glass-lined, bolted steel storage tank and related appurtenances, with the option for reusing existing embedded starter ring;
3. Removal and reinstallation of stairway, walkway and handrail and related appurtenances;
4. Removal and reinstallation of aluminum geodesic tank cover and related appurtenances;
5. Removal and reinstallation of mechanical and electrical components and related appurtenances;
6. Site dewatering as required for construction, erosion control, site restoration and seeding, field testing; and
7. All other work as required by the contract documents.

The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of North Liberty, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Fairfield, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

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

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to ten (10) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF FAIRFIELD, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

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 Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications. Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion.

Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall commence any time after written Notice to Proceed is issued, **no earlier than December 28, 2021, and no later than March 15, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference. The Work will be substantially completed within **90 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120 days** after the date when the Contract Times commence to run. Failure to meet either the Substantial Completion date or Final Completion date will result in liquidated damages of **\$500.00** per calendar day.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1740 Lininger Lane, North Liberty, Iowa, 52317, (Phone 319.626.9090)**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to "McClure Engineering Company".

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN #8064579** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, 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 Proposal may result in the proposal being deemed nonresponsive and rejected.

Published by the order of the City Council of Fairfield, Iowa.

Owner: CITY OF FAIRFIELD, IOWA

By: Rebekah Loper

Title: City Clerk

Date: _____

++ END OF ADVERTISEMENT FOR BIDS ++
