

**ADVERTISEMENT FOR BIDS**

**PROCUREMENT OF RAW WASTEWATER CENTRIFUGAL PUMPS & ROTARY LOBE BLOWERS  
CITY OF HUMBOLDT, IOWA**

**General Notice**

The City of Humboldt (Owner) is requesting procurement bids (proposals) for the following Project:

**PROCUREMENT OF RAW WASTEWATER CENTRIFUGAL PUMPS & ROTARY LOBE BLOWERS  
CITY OF HUMBOLDT, IOWA**

Sealed proposals will be received by FOX Engineering Associates at 414 S. 17<sup>th</sup> Street, Suite 107, Ames, Iowa 50010, until 10:00 a.m. local time, on the 1st day of December 2021. At that time, proposals will be opened, read, and tabulated. Bids will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 6th day of December 2021, or at such later time and place as may then be fixed. Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, **Procurement of Raw Wastewater Pumps & Rotary Lobe Blowers, Humboldt, Iowa.**

The general extent of the work involved is as follows:

Procurement of Raw Wastewater Pumps and Rotary Lobe Blowers. Supplied equipment to be installed under a separate contract for pumping of raw wastewater at the Main Lift Station and/or providing aeration to the existing Biolac activated sludge basins and sludge storage tank. All equipment is required to be provided in strict compliance with the Plans and Specifications proposed by the Engineer. The successful bidder will be required to supply installation instruction services, start-up supervision services, and operation and maintenance instruction services for the equipment once installed by the Construction Contractor.

Each proposal must be accompanied either by a cashier's check or certified check in the amount of ten percent (10%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of ten percent (10%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Humboldt, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Humboldt, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Humboldt, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Owner reserves the right to reject any or all proposals and to waive informalities.

The Contractor will be paid Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed for each partial payment request. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The equipment shall be furnished to the Project Site according to the schedule set forth in the Contract Documents subject to any extensions of time which may be granted by the Owner.

Buyer and Seller recognize that Buyer will suffer financial loss if the submittals are not received and Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraphs 5.02 and 5.03 of the Agreement, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraphs 5.02 and 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages, for delay attributable to Seller, (but not as a penalty) Seller shall pay Buyer for each day that expires after the time specified in Paragraphs 5.02 and 5.03 of the Agreement for delivery of submittals and/or acceptable Goods as follows:

<b>Milestone</b>	<b>Liquidated Damages Per Day</b>
Shop Drawing Submittals	\$250
Shop Drawing Resubmittal (if required)	\$250
Equipment Delivery	\$1,000

The liquidated damages set forth in Article 5 of the Agreement shall constitute the Buyer's sole and exclusive remedy for delay by Seller in achieving completion of the work (furnishing Goods and Special Services) within the time specified in the Agreement. Seller's obligation to pay liquidated damages pursuant Article 5 of the Agreement shall be limited to an amount equal to ten percent (10%) of the price for the Goods and Special Services set forth in the Agreement.

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.

The successful bidder will be required to furnish satisfactory performance and payment bonds in the amount of one-hundred percent (100%) of the total bid price, a certificate of insurance, warranty of the materials and workmanship for not less than two (2) years from the date of Substantial Completion by the Construction Contractor under a separate Contract.

Preference will be given to products and provisions grown and coal produced within the State of Iowa, by virtue of statutory authority, and to Iowa domestic labor in constructing said improvements.

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 (2) years from and after acceptance of the project.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) days from the date of receipt of proposals.

Specifications governing the equipment purchase of the proposed improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

Bidding documents, including Specifications for procurement, are placed in the Office of the City Clerk, City Hall, Humboldt, Iowa, for examination. Copies for bidding may be obtained from the office of the Engineer: FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010 (515-233-0000).

A paper copy of said Bidding Requirements and Contract Documents will be on file at City Hall, Humboldt, Iowa, for examination by prospective bidders. Copies for bidding may be obtained from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010, (515) 233-0000. A deposit of \$50 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Paper documents may be acquired directly from the office of FOX Engineering Associates without incurring a shipping and handling fee. However, a minimum prior notice of two business days is required for documents that will be picked up during FOX Engineering normal business hours. Upon request, documents can be shipped at the lowest cost ground shipping rate and via a trusted carrier such as UPS or FEDEX.

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 60 days of opening same.