

## NOTICE TO BIDDERS

### NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF PRAIRIE RIDGE WEST SANITARY SEWER PROJECT FOR THE CITY OF PELLA, IOWA

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Sealed proposals must be filed with the City Clerk of the City of Pella, Iowa, at City Hall, 825 Broadway, P.O. Box 88, Pella, Iowa 50219, before 10:00 A.M. on the 8th day of June, 2022, for the construction of the Prairie Ridge West Sanitary Sewer project, and work incidental thereto, as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time, place and date specified above.

The work to be done is as follows:

#### **PRAIRIE RIDGE WEST SANITARY SEWER**

Construct Prairie Ridge West Sanitary Sewer including all labor, material and equipment to construct 5,112 linear feet of 12-inch diameter sanitary sewer in open cut installation, excavation, backfill, manhole connection to existing sewer and miscellaneous associated work, including cleanup.

The Prairie Ridge West Sanitary Sewer is located north of W Washington (Highway G28) west of Fifield Road.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Pella, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a 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, in an amount equal to ten percent (10%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of ten percent (10%) of the bid.

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The bid security should be made payable to THE CITY OF PELLA, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form found in the specifications.

By virtue of statutory authority, 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.

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

The Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the deadline for submission of bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

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The work shall commence within ten (10) days after written Notice to Proceed and shall be completed within 150 calendar days.

Liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day may be assessed for each day the project is not completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; or (2) cash from such general funds of said City as may be legally used for such purpose; (3) cash from the stormwater utility.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Electronic bidding will not available or allowed for this project.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266.

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Published upon order of the Council of the City of Pella, Iowa.

CITY OF PELLA, IOWA

Don DeWaard, Mayor

ATTEST:

Mandy Smith, City Clerk

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