

# **NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING**

## **City of Clinton, Iowa**

### **"Low Moor WIC Pump Station Generator"**

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements described below must be filed before 2:00 P.M. according to the clock in the office of the City Clerk on the 6<sup>th</sup> day of July 2022, at the reception desk in City Hall, 611 South Third Street, Clinton, Iowa. 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.

#### **General Nature of the Public Improvement**

The project involves the addition of standby power generation, associated electrical work and site work at the Low Moor WIC Pump Station.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened by the City Clerk and bids tabulated at 2:00 P.M. on the 6<sup>th</sup> day of July 2022, in said City Council Chambers. Bids will be considered by the City of Clinton City Council at its meeting in Council Chambers in City Hall, 611 South Third Street, Clinton, Iowa on the 12<sup>th</sup> day of July 2022. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the City of Clinton, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the "Low Moor WIC Pump Station Generator" at the council meeting at 5:00 P.M. on the 15<sup>th</sup> day of June 2022, in said City Council Chambers, 611 South Third Street, Clinton, Iowa.

#### **Commencement and Completion of Work**

The notice to proceed for this project shall be issued on or before August 1, 2022. The late start date shall be February 1, 2023. All work shall be completed by November 1, 2023, subject to any extensions of time which may be granted by the City. Liquidated damages shall be per the Proposal.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Clinton City Hall, 611 South Third Street, Clinton, Iowa.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Cindy Plowman at 319-354-5950 or email cindyp@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Cindy Plowman. Upon receiving deposit check, plans and specifications will be mailed out. When plans and

specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

### **Preference of Products**

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.

### **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 the City of Clinton, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) 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 the City of Clinton. The bid shall contain no condition except as provided in the specifications.

Bids are to be on a Bid form furnished by the City and must be submitted in a sealed envelope with the name of the bidder endorsed on the outside, and state that it contains a bid on "Low Moor WIC Pump Station Generator", and must be accompanied, in a separate envelope, by a bid bond on a form provided by the City, or a cashier's or a certified check, drawn on an Iowa bank or a bank chartered under the laws of the United States, payable to the "City Clerk of the City of Clinton, Iowa", in the amount of five percent (5%) of the bid as security that the bidder whose proposal is accepted will enter into a contract for the above, and will provide the required bonds, with sureties to be approved by the City Council, which respective sum will be retained by the said City as agreed liquidated damages in case the successful bidder fails to enter into a contract within ten (10) days after award of the contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance.

The City of Clinton 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 City of Clinton 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 City of Clinton 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 one year from the acceptance of the Project.

**Sales Tax Exemption**

The City of Clinton 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. The Contractor also must file appropriate Chapter 573 claim/lien waivers before final payment will be released.

The City of Clinton hereby reserves the right to reject any or all bids, to waive informalities, and to enter into contract or contracts as it deems to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Clinton, Iowa.

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Mayor

Attest:

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City Clerk