

NOTICE TO BIDDERS

NOTICE OF THE TAKING OF BIDS FOR THE Dallas Center Outdoor Community Swimming Pool Construction Project PROJECT FOR THE CITY OF DALLAS CENTER, IOWA

Sealed proposals must be filed with the City Clerk of the City of Dallas Center, Iowa, in the City Hall, 1502 Walnut Street, Dallas Center, Iowa, before 2:00 P.M. on the 7th day of July, 2022, for the construction of the Dallas Center Outdoor Community Swimming Pool Construction Project Project, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the City Clerk at City Hall. Proposals will be opened and the amount of the bids announced in said City Hall by the City Clerk at the time and date specified above.

The work to be done is as follows:

Dallas Center Outdoor Community Swimming Pool Construction Project

Project Description: Dallas Center Outdoor Community Swimming Pool Construction Project, at 1108 Vine Street, Dallas Center, IA 50063, consisting of a swimming pool with a water surface area of approximately 6,228 s.f., water slides, diving, shallow area with features, bathhouse, filter building, parking, site work, and all other miscellaneous work to complete the project.

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 Dallas Center, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals in connection therewith shall be submitted to the City Clerk of said City before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City or the form found in the Project Manual, 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.

Electronic bidding is not allowed on this Project.

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 DALLAS CENTER, 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

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faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the City Council.

The work shall commence within ten (10) days after written Notice to Proceed and shall be completed by May 22, 2023 for substantial completion, and June 22, 2023 for final completion.

Liquidated damages in the amount of Three Hundred Dollars (\$500.00) 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.

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.

Copies of said plans and specifications are now on file in the office of the City Clerk, for

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examination by bidders.

A pre-bid meeting is not scheduled or required. Access to the site can be accommodated if requested and coordinated directly with the City Hall.

Bid Documents are available through Drexel Technologies of Lenexa, Kansas at www.drexeltech.com or by telephone at 913-371-4430, for a non-refundable plan fee. Plans can also be obtained electronically on a CD or downloaded.

For Iowa Projects - Plan fees paid to the Issuing Office (Drexel Technologies) for printed copies of the Drawings and the Project Manual will be refunded by the City upon written request to the City Clerk. The written request shall be accompanied by a copy of the paid invoice/receipt from the Issuing Office and include all original bidding documents represented on the invoice/receipt. The refund will be subject to the bidding documents being received in good (and unmarked) condition. The written request and accompanying documents shall be received (not postmarked) within fourteen days of the Award of the Project. Plan fees that were paid to the Issuing Office for electronic copies will also be refunded by the City upon written request (including a copy of the paid invoice/receipt) to the City Clerk. These requests will also need to be received (not postmarked) within fourteen days of the Award of the project. Shipping costs will not be refunded. Late reimbursement requests will not be refunded. Incomplete or damaged original bidding documents will not be refunded. Receipts that are not from the Issuing Office will not be refunded.

The official Plan holders List will only be available through the Issuing Office (Drexel Technologies).

This notice is given by order of the Council of the City of Dallas Center, Iowa.

CITY OF DALLAS CENTER, IOWA

Danny Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

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