

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

GRIMES PLEX

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

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 Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Grimes Plex** project at its meeting at **5:30 P.M. on the 25th day of October, 2022**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **18th day of October 2022**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. 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.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 18th day of October 2022**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 25th day of October 2022**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than October 26, 2022 and no later than November 2, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in October 2022.

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 Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Department" heading then selecting the "Engineering Division" and clicking on "Bid Opportunities" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, Iowa 50322, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call Civil Design Advantage 515-369-4400 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a 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 and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

GRIMES PLEX

The Grimes Plex project includes the construction of multiple recreational synthetic turf fields with supporting public infrastructure improvements located just west of NE Heritage Drive, south of NE 12th Street and east of a tributary to Little Beaver Creek. The project consists of earthwork, subgrade preparation, topsoil, sanitary sewer main, storm sewer, water main with appurtenances, PCC sidewalk pavement, PCC road/parking lot pavement, striping/symbols, fencing, athletic field appurtenances, synthetic turf, seeding/restoration, and other associated work.

Base Bid improvements include construction of approximately 6,000 CY of earthwork; 1,603 LF of 6-inch sanitary sewer main and associated cleanouts; 7 sanitary manholes; 10,096 LF of storm sewer/subdrain between 6-inch diameter and 24-inch diameter; 56 storm sewer structures; 1,820 LF of 6-inch water main/2-inch service; 44,348 SY of 6-inch to 8-inch PCC pavement; 3,161 SY of 4-inch to 6-inch PCC sidewalk/shared use path pavement; subgrade preparation; subgrade treatment; pavement markings; traffic control; erosion control/seeding/landscaping; and miscellaneous associated work necessary to complete the project.

Bid Alternate #1 improvements include construction of approximately 26,500 SY of 5-inch reinforced shared use path pavement; 15,645 LF of chain link fence; 62 chain link swinging gates; 18 tie-back tension netting backstops; 3,155 LF of ball control netting; 36 dugout roofs; and subgrade preparation

Bid Alternate #2 improvements include the construction of 6 synthetic turf fields with a total of approximately 1,184,000 SF of synthetic turf.

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 Grimes, 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 Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) 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 Grimes 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 Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvements caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes 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.

Completion of Work

Base Bid:

The Contractor shall substantially complete Base Bid – Phase 1 of the project by **March 17, 2023** and Base Bid – Phase 2 of the project by **June 15, 2023**. Substantial completion for each phase shall be defined as all utility, grading, and pavement completed with the new parking lots and adjacent sidewalks fully open to traffic and fully operational. Should the Contractor fail to substantially complete the work within these timeframes, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the Base Bid of the overall project **within ten (10) calendar days** after substantial completion dates subject to seeding date restrictions. Full completion of the Base Bid for each phase shall be defined as all permanent infrastructure construction completed, all areas fully seeded/restored and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

Bid Alternate #1:

The Contractor shall substantially complete Bid Alternate #1 – Phase 1 of the project by **March 17, 2023** and Bid Alternate #1 – Phase 2 of the project by **June 15, 2023**. Substantial completion for each phase shall be defined as all sidewalks adjacent to the fields, fence posts, and netting posts completed with the new sidewalks fully open to traffic and fully operational. Should the Contractor fail to substantially complete the work within these timeframes, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete Bid Alternate #1 – Phase 1 of the project by **May 12, 2023** and Bid Alternate #1 – Phase 2 of the project by **September 22, 2023**. Full completion of Bid Alternate #1 for the project shall be defined as all fencing, netting and, dugouts completed and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

Bid Alternate #2:

The Contractor shall substantially complete Bid Alternate #2 – Phase 1 of the project by **April 21, 2023** and Bid Alternate #2 – Phase 2 of the project by **September 1, 2023**. Substantial completion of Bid Alternate #2 for each phase of the project shall be defined as synthetic turf fully open to use. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete Bid Alternate #2 for the project **within ten (10) calendar days** after substantial completion dates. Full completion of Bid Alternate #2 for the project shall be defined as all permanent infrastructure construction completed and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

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

Dated at Grimes, Iowa, this **13th day of September 2022.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites on the **16th day of September 2022.**

Published in a newspaper with local circulation on the **13th day of October 2022.**