

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF THE WATER TREATMENT PLANT EXPANSION FOR THE CITY OF ELKHART, IOWA.

Sealed proposals will be received by the City Clerk of the City of Elkhart, Iowa, at City Hall, 260 NW Main Street, Elkhart, Iowa 50073, before 2:00 P.M. on the 16th day of February 2023, for the construction of the Water Treatment Plant Expansion Project 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, date and place specified above.

Also, at 6:00 P.M. on the 20th day of February 2023, the City Council of said City will, in said Council Chambers, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

WATER TREATMENT PLANT EXPANSION

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; demolition work; reinforced concrete; masonry and plank siding building work including plumbing, heating, ventilating, doors, and associated work; painting; biological contactor and filter system; end suction pumps; chemical feed equipment; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; piping and appurtenances; and miscellaneous associated work, including cleanup.

The City of Elkhart's Water Treatment Plant is located at 567 NW Main St., Elkhart, Iowa 50073.

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 Elkhart 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 said receipt of 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.

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Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: 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 five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF ELKHART, 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 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 the other contract documents. Bidders will use the bid bond form included in the specifications.

Bidders will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the Federal grant documents.

Bidders will be required to take affirmative steps to involve Disadvantaged Business Enterprise (DBE) in the work under the contract. Bidders shall complete the applicable certification attached to the proposal. The certification shall include a listing of DBEs, the work and estimated dollar amount to be performed by each such enterprise, and the percentage of the total bid to be used for disadvantaged business enterprise(s). The bidder commits itself to the goals for DBE participation contained herein and all other requirements, terms and conditions of these bid conditions when it submits a properly signed bid.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31.

A Contractor's Suspension/Debarment Certification will be contained in the specifications; however, this certification should not preclude any interested party from ascertaining whether the certifying person is actually on the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs".

Bidders will be required to follow prevailing wage rate requirements. The prevailing wage rates table will be contained in the specifications.

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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 City reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City 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 proposals.

On the basis of bids received, the City Council may propose award for the contract. No claims for compensable delay shall arise as the result of delay in the approval of award.

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 responsible surety approved by the City Council and listed the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa 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 two (2) years after its completion and acceptance by the City.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed (NTP). The Water Treatment Plant Expansion shall be substantially complete and in operation producing treated water by May 31, 2024, subject to any extensions of time which may be granted by the City. All work on the project, including surface restoration, shall be completed by September 30, 2024, subject to any extensions of time which may be granted by the City.

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Damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the Water Treatment Plant Expansion shall be substantially complete and in operation producing treated water by May 31, 2024, at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Damages in the amount of Three Hundred Dollars (\$300.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. At the option of the City, damages may be deducted from any retainage prior to release, the final payment to contractor, or through the commencement of a cause of action by the City, in the City's sole discretion. The selection by the City of any particular course of action hereunder is not exclusive and shall not preclude the pursuit of additional remedies by the City. In the event the City institutes legal proceedings, the Contractor shall be responsible for any and all attorney's fees and expenses.

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 to be derived from the proceeds of the issuance and sale of Sewer Revenue Bonds or, which will be payable solely and only out of the future net revenues of the Municipal Sewage Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; and (4) cash proceeds of a State Revolving Loan Fund.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project and delivered to the site during the preceding calendar month. Estimates will be prepared each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the City, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the Clerk that the materials, labor and services involved in

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each estimate have been paid for in accordance with the requirements stated in the specifications.

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 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, at no charge.

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

CITY OF ELKHART, IOWA

Colten Fors, Mayor

ATTEST:

Brenda Hysell, City Clerk/Treasurer

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