

NOTICE TO BIDDERS**NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF 2024 STORM SEWER IMPROVEMENT PROJECT FOR THE CITY OF GARNER, IOWA,**

Sealed proposals will be received by the City Clerk of the City of Garner, Iowa, in the Council Chambers at City Hall, 135 West Fifth Street, Garner, Iowa, before 11:00 o'clock A.M. on the 9th day of May 2024, for the construction of the **2024 Storm Sewer Improvement Project** as described in the plans and specifications therefor, 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 and date specified above.

Also, at 5:30 P.M. on the 14th day of May 2024, in the Council Chambers, or at such time, date and places as then may be fixed; the Council will act upon proposals for the construction of said improvements.

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

2024 STORM SEWER IMPROVEMENT PROJECT

The Project is located on the south side of Garner on Park Avenue at the intersection of Lyon's Street and Front Street near the north entrance to the GHV School parking lot from 10th Street to Lyons Street and on Allen Avenue from 13th Street to Lyons Street.

The Project includes all labor, materials and equipment necessary to construct approximately 200 LF of 15" storm sewer including 2 intakes, 100 SY of 6" PCC pavement, approximately 600 LF of pipe lining and miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the City Council.

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 City Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a bid security 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 5% 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 5% of the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

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

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.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

The City reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for 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 date of letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City Council and listed in 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 to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work 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 as required by the specifications after its completion and acceptance by the City Council.

It is anticipated the Notice to Proceed will be issued by May 29, 2024. Work for all items shall be completed in a continuous manner and shall be completed by August 30, 2024 with all underground excavation and pavement related work completed in 20 working days.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Garner with proof of said compliance.

Payment of the cost of said project will be made from any one or a combination of all lawful sources at the sole discretion of the City Council.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-five (95) percent of the contract value of the work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about ten (10) days thereafter. Payment shall be made for materials stored on site. Final payment will not be made sooner than thirty (30) days following Final Acceptance of the Work by the City of Garner.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of Five Hundred Dollars (\$500) per working day will be assessed for each calendar day that work on the total project, or portions of the contract where specific completion dates are specified or otherwise agreed to, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and 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 to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk and may be examined at City Hall. The ENGINEER shall make available and distribute plans and specifications in accordance with the Code of Iowa. Complete sets of the plans, specifications, and bidding documents may be obtained from ENGINEER at ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa, 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$20 for standard USPS mail delivery or normal UPS ground deliver. Any special shipping / mailing requests will be at bidders' cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD, CD, or flash drive) or by email where file size will allow.

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

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

CITY OF GARNER

/s/Tim Schmidt - Mayor

ATTEST:

/s/Karen Halder - City Clerk