

## NOTICE TO BIDDERS

### UNION STREET IMPROVEMENTS EAST 3<sup>RD</sup> ST. TO MORNINGSIDE DR. WATER MAIN, SEWER, AND PAVING PELLA, IOWA 2024

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **11:00 AM on June 6, 2024**, in the office of the City Clerk, City Hall, 825 Broadway, City of Pella, Iowa.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **11:00 AM on June 6, 2024**, in the office of the City Clerk, Pella City Hall, 825 Broadway, for consideration by the City of Pella at its meeting at **6:00 PM on June 18, 2024**. The City of Pella reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced immediately upon approval of the contract by the Council and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security 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 form acceptable to the City, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a 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. The bid shall contain no condition except as provided in the specifications.

Contract Documents. **Electronic project documents are available at no cost at [www.gardenassociates.net](http://www.gardenassociates.net)** by clicking the "Bidding Documents" link and choosing the "UNION STREET IMPROVEMENTS – PELLA, IOWA – 2024" project on the left. Project information, engineer's cost opinion, and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. **Download delivery fee is \$0.00.** Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3<sup>rd</sup> Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **\$50.00**. A refund of **\$50.00** for plans and specifications will be made to those returning them in good condition within fourteen (14) days after the Notice of Award.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

General Nature of Improvement. The work generally consists of the following:

Reconstruction of Union Street from East 3<sup>rd</sup> Street to Morningside Drive: work includes but is not limited to 623 LF of PVC Sanitary Sewer, 59 LF of RCP Storm Sewer, 665 LF of 8" PVC water main, 1,810 SY of PCC Pavement, pavement, sidewalk and driveway removal, and miscellaneous associated work including cleanup and surface restoration. See Bid Proposal for complete list of quantities.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. "Jurisdiction" will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

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.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the "Jurisdiction". Before final payment is made, the Contractor shall file with the "Jurisdiction" lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amount of **Seven Hundred Fifty Dollars (\$750.00)** per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period stated below.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Pella on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsible bidder submitting the lowest acceptable bid. The City of Pella hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the City of Pella. Only one contract will be awarded for project.

The contract shall be fully completed and ready for final payment within **65 working days** from written Notice to Proceed. Notice to Proceed will be issued on or around July 8, 2024.

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

**Don DeWaard, Mayor**  
**City of Pella, Iowa**

***ATTEST:***

**Mandy Smith, City Clerk**