

**SECTION 00 11 13  
NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING**

ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR  
CONSTRUCTION OF CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT  
REPLACEMENT, IN AND FOR THE CITY OF CRESCO, IOWA, AND THE TAKING OF BIDS FOR SAID  
IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Cresco, Iowa, at the City Clerk's office in Cresco City Hall, 130 N Park Pl, Cresco, Iowa, until 2:00 pm on July 30, 2024 for:

Construction of "CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT REPLACEMENT", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Cresco, Iowa.

Proposals received will be opened, read aloud, and tabulated at 2:00 pm on July 30, 2024 in the City Clerk's office in Cresco City Hall, 130 N Park Pl, Cresco, Iowa, and considered by the City Council at a meeting beginning at 5:30 PM on August 5, 2024, in the Council Chambers at Cresco City Hall, Cresco, Iowa. Bids will be acted upon at such time or at such later time as may then be fixed. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

A public hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, at a meeting beginning at 5:30 PM on August 5, 2024 in the Council Chambers at Cresco City Hall, 130 N Park Pl, Cresco, Iowa, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for the replacement and repair of various wastewater treatment items as specified in the contract documents including, but not limited to the following:

Screw pumps, clarifier mechanisms, sludge digester canopy, non-potable water, air piping and appurtenances, control panels at lift stations, and related equipment items. The work shall be performed at 24321 90th St. Cresco, IA 52136.

The Proposal shall be made out on the form furnished by the CITY OF CRESCO, IOWA and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount;

or (3) 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 bid amount.

The bid security shall be made payable to the City Clerk of the CITY OF CRESCO, IOWA.

The bid security must not contain any conditions either in 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 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 the other contract documents. The City will accept bid bond forms that meet the Requirements of Iowa Code Section 26.8.

**Sales Tax Exemption.** Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

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 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.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work within ten (10) days after the Notice to Proceed is issued. The Notice to Proceed is anticipated to be issued within ten (10) days from the effective date of the agreement. Work shall commence as soon as possible after award and approval of the contract and bonds. The Work shall be Substantially Completed on or before November 28, 2025 and ready for Final Completion on or before December 30, 2025.

The parties hereby agree that damages occasioned the Owner by the Contractor's failure to complete the work within the Contract time are difficult to measure. Therefore, the following liquidated damages shall apply:

If the Contractor does not complete all work under this Contract as required by Final Completion for Final Payment, the Contractor shall pay to the Owner the sum of Five Hundred (\$500) per calendar day as agreed liquidated damages accrued by the Owner as a result of not having 100% use of the facilities and for administrative costs and professional services. Said payment of liquidated damages at the daily rate stated above shall continue until all work is satisfactorily completed as specified and so determined by the Engineer.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

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 Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of Two (2) year(s) after completion and acceptance by the Owner.

The project is funded in part with Federal funds and is therefore subject to certain labor standards and civil rights requirements included in the Contract Documents. Contractors performing work on the project shall comply with the requirements as enumerated in the applicable statutes.

Minimum wage rates to be paid laborers and mechanics have been determined by the Department of Labor and are listed in the Contract Documents. The Contractor(s) will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies

of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co. and may be examined by the bidders.

Plans and specifications are available to download free of charge at [www.questcdn.com](http://www.questcdn.com). Plans and specifications for private use may also be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1412 6th Street SW, Mason City, IA 50402-1467, for a refundable deposit of \$20.00. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited.

The CITY OF CRESCO 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. Published upon order of the City Council of the CITY OF CRESCO, IOWA.

CITY OF CRESCO, IOWA

Attest: \_\_\_\_\_ /S/Nicole Hill  
City Clerk

**END OF SECTION**

