

NOTICE TO BIDDERS

WASTEWATER TREATMENT FACILITY SAMPLERS AND ENCLOSURES CITY OF CINCINNATI, IOWA

Sealed bids will be received by the City Clerk of Cincinnati, Iowa at City Hall, 101 Alpine Street, Cincinnati, Iowa, 52549 until 10:00 a.m. on August 20, 2025, for the Wastewater Treatment Facility Samplers and Enclosures Project in and for the City of Cincinnati, Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Cincinnati City Council at their meeting at 6:00 p.m. on August 27, 2025 at City Hall, 101 Alpine Street, Cincinnati, Iowa, at which time the Council will consider and may take action on the proposals submitted or at such time as may then be fixed.

A non-mandatory pre-bid conference will be held at 10:00 a.m. on August 14, 2025 at Council Chambers in the Cincinnati City Hall. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. The Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considered necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

The general description of types of construction and limits for which bids will be received shall be as follows:

Furnish and install two (2) automatic composite samplers and two (2) fiberglass enclosures per the plans and specifications; remove and dispose of concrete pad at effluent sampling structure; construct two (2) concrete pads at influent flow measurement structure and effluent sampling structure; complete electrical work required for the samplers to be placed into operation; remove and salvage grab sampler and enclosure at effluent sampling structure; remove and dispose of metal shed at the flow measurement structure; remove, salvage, and relocate field fence; and all other miscellaneous work required to complete the project in accordance with the plans and specifications.

The project is located North of N. Walnut Street in the City of Cincinnati.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the Project Manual prepared by Hall Engineering Company, which, together with the proposed form of contract, are now on file for public examination in the office of the City Clerk, and are by this reference made part hereof as though fully set out and incorporated herein.

All Bids shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Cincinnati, Iowa.

Each Bid shall be accompanied by a cashier's check or certified check drawn on a state- chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Five percent (5%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in the specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as

required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa, and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred per cent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by 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 receipt of bids. The City reserves the right to reject any or all bids and to waive informalities and irregularities in the form of the bid and to enter into such contract, or contracts, as it shall deem to be in the best interests of the City.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City, including but not limited to, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-seven per cent (97%) of the value of acceptable work completed at the end of the preceding month. 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.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Cincinnati is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate".

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed. All work shall be substantially completed by December 19, 2025. All work shall be completed and ready for final payment by January 7, 2026.

The Contractor shall pay the City liquidated damages in the amount of \$250 for each day that expires after the time specified above for substantial completion.

If the Contractor fails to complete the remaining work, after the date of substantial completion, the Contractor shall pay the City liquidated damages in the amount of \$500 for each day that expires after such work is completed and ready for final payment by the time specified above.

The wage determination established by the United States Department of Labor, which is set forth in the Project Manual shall be the minimum which must be paid for all work on this project.

To the extent allowed by Federal law and regulation, by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

To the extent required by Iowa law and allowed by federal law, 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.

Plans and specifications governing the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said 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, for examination by bidders. Copies may be obtained from Hall Engineering Company, 300 E. Sheridan Ave., Centerville, Iowa 52544, (641) 437-4477 upon deposit of \$200.00. Plans and specifications shall be refunded upon return of the plans and specifications in a reusable condition within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained in an electronic format from Hall Engineering Company at no cost.

Any bidder or equipment supplier whose firm is 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.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps, and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published upon order of the City of Cincinnati, Iowa.

CITY OF CINCINNATI, IOWA

BY /s/ Ronald Shady
Mayor

ATTEST:

BY /s/ Cynthia Sulser
City Clerk