

NOTICE TO BIDDERS

**WASTEWATER TREATMENT FACILITIES PROJECT
BASELINE IMPROVEMENTS – Phase 1
WEST LIBERTY, IOWA**

STATE REVOLVING FUND PROJECT NO. CS1921182-01

Sealed proposals will be received by the City Clerk of the City of West Liberty, Iowa, at City Hall, 409 N Calhoun St, West Liberty, Iowa, 52776, before 2:00 P.M. on the 9th day of April, 2026 for the construction of the Wastewater Treatment Facility Project Baseline Improvements Phase 1 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 and date specified above.

Also, at 6:30 p.m. on the 21st day of April, 2026, 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:

**WASTEWATER TREATMENT FACILITY PROJECT
BASELINE IMPROVEMENTS PHASE 1**

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; demolition work; reinforced concrete; masonry building work including plumbing, heating, ventilating, doors, and associated work; painting; aeration equipment; screw pumps; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; piping and appurtenances; and miscellaneous associated work, including cleanup. This also includes an Alternate 1 ADD for Structure 55, 60, and 70 Digester Mixing and Alternate 2 ADD for Structure 75 – Screw Press Replacement.

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 West Liberty, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein. Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Electronic copies may be obtained from the Coralville office of VEENSTRA & KIMM, INC. after an Electronic Media Agreement is submitted. Please email Michelle Chinchilla at mchinchilla@kleinfelder.com to request the agreement form.

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

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa chartered 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.

The bid security should be made payable to THE CITY OF WEST LIBERTY, 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.

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.

No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids.

The City reserves the right to reject any and all bids, to waive informalities and technicalities 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 sixty (60) calendar days from the date of hearing.

On the basis of the bids received, the City Council may propose award for the contract. Final award will not be made until the proposed award is approved by the Department of Natural Resources of the State of Iowa. It is anticipated that such approval will be made within thirty (30) days after application for approval of the proposed award. 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 bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by 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 (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than two (2) years from the time of acceptance of the improvements by the City.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed, subject to any extensions of time which may be granted by the City Council, by November 30, 2027.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after November 30, 2027, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Inclement weather shall not be considered for extension of the contract period. Separate liquidated damage assessments may be made for each of the two completion dates.

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.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of 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 Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety seven percent (97%) of the contract price of the contract. Final payment of the remaining three percent (3%) 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, as amended. No such partial or final payments 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 request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

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 in accordance with the provisions of the Code of Iowa.

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.

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.

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.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Published upon order of the Council of the City of West Liberty, Iowa.

CITY OF WEST LIBERTY, IOWA

Mark Smith, Mayor

ATTEST:

Shari Hoffert, City Clerk