

# NOTICE OF HEARING AND NOTICE TO BIDDERS

## NOTICE OF HEARING AND NOTICE TO BIDDERS Wastewater Treatment Repairs

Notice is hereby given that the City Council of Corwith Iowa will meet in the Council Chambers at City Hall, 108 NW Elm Street, Corwith, Iowa, at 6:00 p.m. on the 22nd day of September, 2020, at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of Wastewater Treatment Repairs.

Sealed proposals will be received by the City Clerk of the City of Corwith, Iowa, at City Hall, 108 NW Elm Street, Corwith, Iowa, before 2:00 p.m. on the 17th day of September 2020, for the construction of the Wastewater Treatment Repairs. Bids received after the deadline for submission of bids shall not be considered and shall be returned to the late bidder unopened.

Proposals will be opened, and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the September 22, 2020 City Council Meeting, to be held at 6:00 pm at Corwith City Hall, or at such later time and place as they may be fixed.

The nature and extent of the improvements are as follows:

### WASTEWATER TREATMENT REPAIRS

Provide all labor, equipment, and materials necessary to construct Wastewater Treatment Repairs including grading and shaping, stabilization stone, filter stone, geotextile, removing and replacing existing floating baffle curtain, temporary pumping, seeding, drive restoration, and cleanup. The Wastewater Treatment Repairs will be located on the existing lagoon site with no street address north of Corwith as shown on the plans.

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 Corwith, Iowa, and by this reference made a part hereof as though fully set out and incorporated herein.

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 in a sealed envelope by bid security as defined in Iowa Code Section 26.8. The Bidder's security shall be in the form of 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 five percent (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 five percent (5%) of the bid.

The bid security should be made payable to the CITY OF CORWITH, 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 bound in the specifications.

By virtue of statutory authority, preference will be given to projects 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 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.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid. That the City reserves all its rights, including but not limited to, the right to determine the lowest responsive, responsible bidder and to reject any and all bids and rebid the Project.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem to be in 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) from the date of receiving bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council 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 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.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed by November 1, 2020.

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 the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

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, which will be payable solely and only out of the future net revenues of the sewer utility, from FEMA funding and/or from such other cash funds on hand of said City 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; or (3) cash from such general funds of said City as may be legally used for such purpose.

Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer.

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 City, as will establish the City's title to the material and equipment and protect his interest therein, including applicable insurance. 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 City, 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 City 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. The City shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

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.

Prior to substantial completion, the City, 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 City 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 City.

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

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 Senate File 2389. Complete sets of the plans, specifications, and bidding documents may be obtained from Engineer at the Engineer's office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Payment of Plan Deposit in the sum of Sixty Dollars (\$60.00) will be required for all contractors and suppliers requesting bidding documents. This payment is refundable upon return of the bidding documents within fourteen (14) days after award of the project in good reusable condition. If the contract documents are not returned in a timely manner and in good reusable condition, the deposit shall be forfeited to Veenstra & Kimm, Inc. Plan deposit checks shall be made out to Veenstra & Kimm, Inc.

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 bidder's 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.

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

CITY OF CORWITH, IOWA

*Matt Hobscheidt, Mayor*

ATTEST: *Kristy Brunsvold, City Clerk*

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