

## NOTICE TO BIDDERS

### NOTICE OF TAKING OF BIDS FOR THE CONSTRUCTION OF THE BRITSON PARK BIOSWALE AND SOIL QUALITY RESTORATION FOR THE CITY OF ROLAND, IOWA

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Sealed proposals must be filed with the City Clerk of the City of Roland, Iowa, in the Council Chambers at City Hall, 208 N Main, Roland, Iowa, before 2:00 P.M. on the 11<sup>th</sup> day of April, 2018, for the construction of the Britson Park Bioswale and Soil Quality Restoration, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the City Clerk at City Hall. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Clerk at the time, date and place specified above.

Proposals will be acted upon by the City Council of said City in the Council Chambers at 6:00 P.M. on the 18<sup>th</sup> day of April, 2018, or at such later time and place as then may be fixed.

The work to be done is as follows:

#### BRITSON PARK BIOSWALE AND SOIL QUALITY RESTORATION

Construct bioswale and soil quality restoration including excavation, grading, turf reinforcement mats, earth check dams, modified soil, aggregate layers, 6-inch perforated subdrains, native vegetation, surface restoration, and associated work including cleanup.

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

All proposals in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said hearing. 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.

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Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by 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 ROLAND, 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.

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 Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) in the work under the contract. Bidders shall complete the applicable certification attached to the proposal. The certification shall include a listing of MBEs and WBEs, the work and estimated dollar amount to be performed by each such enterprise, and the percentage of the total bid to be used for minority or women's business enterprise(s). The bidder commits itself to the goals for MBE/WBE participation contained herein and all other requirements, terms and conditions of these bid conditions when it submits a properly signed bid.

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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".

The award of the 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.

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 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.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

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The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

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 of four (4) years after its completion and acceptance by the City Council.

The work will commence within ten (10) days after written Notice to Proceed and shall be substantially completed with the site stabilized by December 22, 2018.

Liquidated damages in the amount of Three Hundred Dollars (\$300.00) per consecutive calendar day will be assessed for each day that the project is not substantially completed and stabilized after December 22, 2018 until the date the project site is stabilized, 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 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; (4) cash from 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,

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satisfactory to the Owner, as will establish the Owner'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 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. The Owner 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 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 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 Owner will issue a sales tax exemption certificate applicable for all materials purchased for the project.

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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.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266 at no charge.

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

Andy Webb, Mayor

ATTEST:

Jodi Meredith, City Clerk

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