

## **NOTICE TO BIDDERS**

### **NOTICE OF THE TAKING OF BIDS FOR THE WASTEWATER TREATMENT PLANT DIGESTER & VLR AIR PIPING IMPROVEMENTS FOR THE CITY OF CARROLL, IOWA**

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Sealed proposals will be received by the City Clerk of the City of Carroll, at City Hall, 627 N. Adams Street, Carroll, Iowa 51401, until 10:00 A.M. on the 10th day of December, 2024, for the construction of the Wastewater Treatment Plant Digester & VLR Piping Improvements 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 5:15 P.M. on the 16th day of December, 2024, the City Council of said City will, in said Council Chambers at 627 N. Adams Street, 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 PLANT DIGESTER & VLR AIR PIPING IMPROVEMENTS**

Construct Wastewater Treatment Plant Digester & VLR Air Piping Improvements including all labor, equipment, and materials necessary for excavation, backfill and sitework; sheeting, shoring and bracing, reinforced concrete; piping, valves, flow meters and appurtenances; removal of existing digester covers; removal of digester gas piping; valves, flow meters and appurtenances; removal of existing boiler, draft tube mixers, digester equipment, gas flare piping and equipment; heating, ventilating and associated work; painting; aeration equipment; equipment pumps; equipment blowers; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; lighting; and miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the specifications and general stipulations for said improvements approved by the City Council.

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 receipt of bids. All bids shall be made on official bidding blanks furnished by the City, and any alterations in the official form of bid will entitle the City, at its option, to reject the bid involved from consideration. Each bid shall be sealed and plainly identified.

Each bid shall be made out on a blank form furnished by the Municipality and must be accompanied by bid security, as follows: 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 a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF CARROLL, 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 15 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.

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 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. Bids will be evaluated on the basis set forth in the specifications.

The City reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) calendar days from the date of letting.

The work on the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. The wastewater treatment plant shall be in full operation by June 1, 2026. All work on the contract shall be completed by July 1, 2026.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the Wastewater Treatment Plant is not in full operation after June 1, 2026 with due allowances for extensions due to conditions beyond the control of the contractor.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day after July 1, 2026 until all work in the contract is completed with due allowance for extensions due to conditions beyond the control of the contractor. Separate liquidated damage assessments may be made for each of the two completion dates.

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 responsible surety approved by the City and shall (1) guarantee the faithful performance of the contract and terms and conditions therein contained, and (2) the prompt payment for all materials and labor, 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.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) 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. 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 City, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining amount due will be made not less than thirty-one (31) days after completion and acceptance by the City of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. 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 City will issue a sales tax exemption certificate applicable to all materials purchased for the project.

Prior to 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.

The City of Carroll, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bidding Documents governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of West Des Moines, Iowa, which 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 Bidding Documents are now on file with the City Clerk and may be examined 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 the authority of the City of Carroll, Iowa.