

NOTICE TO BIDDERS
For the Taking of Construction Bids for the
FY 2021 LEVERSEE ROAD LIFT STATION
In the City of Waterloo, Iowa
CONTRACT NO. 983

RECEIVING OF BIDS

PLEASE SEE INSERT REGARDING MUNICIPAL BIDDING AND COVID-19.

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 19th day of November until 1:00 p.m. for the construction of the **FY 2021 LEVERSEE ROAD LIFT STATION PROJECT NO. 5623, Contract 983**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Second Floor Council Chambers at City Hall, in the City of Waterloo, Iowa, on the 19th day of November, at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on November 23rd, 2020, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

The City of Waterloo will continue to hold City Council meetings as scheduled, however in response to COVID-19, elected officials and city staff will participate via videoconferencing with elected officials and city staff dialing in to the meeting to participate.

The public is invited to speak on public hearing items in the following ways. Call the City Clerk's Office at 319-291-4323 by 4:45 p.m. to obtain conference call information. Alternatively, you may email your comments to comments@waterloo-ia.org and they will be read during the public hearing. Please state the public hearing item on which you wish to speak. Members of the public may also attend the meeting in person but will be strongly encouraged to wear a mask and practice social distancing.

SCOPE OF WORK

The work involved in this project consists of; all site work to include grubbing, excavation, installing of all below grade structures and connective piping, valves, meter, quick disconnect, lift station pump rails, shoes, pumps, level sensors, access doors, pump lift, CMU electrical control building and all electrical equipment such as; generator, ATS, 440 switch gear panels and breakers, 100 amp panel and breakers, pump control panels with SCADA panel, interior and exterior outlets and building and site lighting and appurtenances. All excavation, backfill and any dewatering required

during construction. Construction of lift station site access drive and site embankment. Construction of access drive, aggregate access drive and aggregate site cover. Site fencing and swing gates with locking capability. Site grading with local borrow. All areas not aggregate covered shall be seeded and mulched. Site power supply work (By others) shall be coordinated to keep project on schedule.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and this project shall have a split completion date. Work required to allow, at a minimum, manual use of the lift station by intended users shall be completed by June 1, 2021; all other work, including final commissioning of the lift station and all other site work shall be completed by July 1, 2021.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by Clapsaddle-Garber Associates, Inc., which plans and specifications 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 shall be executed in compliance therewith.

Plans and Specifications are available for review only from the Engineering Department on the second floor of City Hall. Plans and Specifications may be downloaded at no charge from <https://www.cgaplanroom.com> or a printed copy may be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, Iowa 50312 or by phone at (515) 244-1611. Deposits will be refunded if the plans are returned in usable condition (i.e. generally free of highlights, ink markings, tears, stickers, water stains and soiling) to Clapsaddle-Garber Associates, Inc. at 5106 Nordic Drive in Cedar Falls, Iowa, by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service.

Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor or a subcontractor or supplier of the prime contractor

that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City to verify eligibility for the refundable deposit.

Upon award of project, the prime contractor, his subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and

the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a "Performance Bond" and a "Payment Bond" within ten (10) days after forms are presented to him 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 of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for

Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

BIDDER STATUS

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

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

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA