

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF PEOSTA COMMUNITY CENTER IMPROVEMENT PROJECT FOR THE CITY OF PEOSTA, IOWA

Sealed proposals will be received by the City Clerk of the City of Peosta, Iowa, at City Hall, 7896 Burds Road, Peosta, Iowa, until 2:00 p.m. on the 7th day of December, 2022, for the construction of Peosta Community Center Improvement Project as described in the plans and specifications therefor, 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. Proposals will be acted upon by said City at the December 13th Council Meeting or at such later time and place as then may be fixed.

A non-mandatory pre-bid meeting will be held November 22, 2022 at 1:00 PM local time at the Peosta Community Center; 7896 Burds Road, Peosta, Iowa.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

The Work will include but is not limited to the following improvements:

PEOSTA COMMUNITY CENTER IMPROVEMENT PROJECT

Construct the City Hall and Community Center Improvement Project to include all labor, materials, and equipment necessary for demolition, excavation, backfill, site work, new construction and remodel of existing building. The project is approximately 4800 SF of existing upper floor remodel for offices, conference room and council chambers, limited lower floor remodel work to existing ceiling to increase sound separation, 1900 SF of new building additions to include a new racquetball court, two story elevator and miscellaneous associated work, stair, and entrance lobbies with new mechanical electrical and plumbing; removal and replacement of roofing system, modifications to building structure, modification to existing electrical and mechanical systems, standby power system, including disposal, cleanup and site restoration.

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@v-k.net 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 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 PEOSTA, 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.

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.

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.

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, to the extent lawfully required under Iowa Statutes; provided that 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.

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 forty-five (45) 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 two (2) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Peosta, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

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 October 30, 2023, subject to any extensions of time which may be granted by the City.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day after October 30, 2023 until all work in the contract is completed with due allowance for extensions 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 from sale of general obligation bonds or notes, (2) cash from such general funds of said City as may be legally used for such purpose.

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. 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 five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) 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 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 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 have been prepared by VEENSTRA & KIMM, INC. of Dubuque, Iowa, which plans and specifications and the proceedings of the City Council 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.

Posted upon order of the Council of the City of Peosta, Iowa.