

DAILY NOTICE TO BIDDERS



Memorandum

To: PROSPECTIVE BIDDERS **Date:** JUNE 27, 2023
From: CITY OF FORT DODGE AND SNYDER & ASSOCIATES, INC.
CC:
RE: FORT DODGE SKATEPARK

NOTICE TO BIDDERS
FORT DODGE SKATEPARK
JURISDICTION OF CITY OF FORT DODGE PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the City of Fort Dodge on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on July 24, 2023, in said **Fort Dodge City Hall at 819 1st Avenue South, Fort Dodge, Iowa.**

Sealed bids for the work comprising each improvement as stated below must be filed before 9:00 A.M. on July 18, 2023, in the office of the **City Clerk of City of Fort Dodge, Iowa.** Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 9:00 A.M. on July 18, 2023, in the **Fort Dodge Council Chambers** for consideration by the **City of Fort Dodge** at its meeting on July 24, 2023.

Contract Documents

The contract documents may be examined at the **City of Fort Dodge, Office of City Clerk at City Hall.** Electronic contract documents are available at no cost by clicking on the “Bids” link at www.snyder-associates.com and choosing the **FORT DODGE SKATEPARK** on the left. Project information, engineer’s cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Preference of Products and Labor

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.

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.

General Nature of the Public Improvement

FORT DODGE SKATEPARK, PROJECT # 123.0199.01

The Fort Dodge Skatepark project is located at Dragon Boat Park, at the corner of S 1st Street and Meriwether Dr. The project will consist of tree removal, stripping existing natural turf, grading and earthwork, PCC pavements, construction of the skatepark, site restoration, and other related construction activities. Bid Alternate 1 is a separate PCC sidewalk as indicated in the plans.

Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **CITY OF FORT DODGE** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **CITY OF FORT DODGE** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **CITY OF FORT DODGE** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract.

Title VI Compliance

The **CITY OF FORT DODGE**, 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.

Commencement of Work

Work on the improvement shall be commenced any time after the after a written Notice to Proceed is issued, no later than **August 21, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur the week of July 31, 2023.

Completion of Work

Work on the project shall be substantial complete by May 15, 2024, with all the improvements associated with the skatepark and PCC pavements completed for the Owner's use. Final Completion of all project work, including site restoration, punch-list items, and close-out procedures, shall be completed by June 1, 2024.

Should the contractor fail to complete the work in this timeframe, liquidated damages of **One Thousand dollars (\$1,000.00)** per calendar day will be assessed for work not completed within the designated contract term.

The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the **CITY OF FORT DODGE**

Jeff Nemmers, City Clerk
CITY OF FORT DODGE

SECTION 00100 - NOTICE TO BIDDERS

North Aircraft Parking Apron
Independence Municipal Airport
Independence, Iowa

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair and improvement as stated below must be filed before **3:00 P.M. CST on Wednesday, July 19, 2023**, in the office of the City Clerk, City Hall, 331 1st Street East, Independence, Iowa 50644.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **3:00 P.M. CST on Wednesday, July 19, 2023**, in the office of the City Clerk, City Hall, 331 1st Street East, Independence, Iowa 50644 for consideration by the City of Independence at its meeting at **5:00 P.M. CST on Monday, July 24, 2023**, at City Hall, 331 1st Street East, Independence, Iowa 50644. The City of Independence reserves the right to reject any and all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Independence.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract for the Base Bid shall be substantially complete in Forty-Three (43) working days. No additional working days will be given for Work under Alternate Bid A. Alternate Bid A is work related to a material substitution for fencing. All work under the Contract for Alternate Bid B shall be substantially complete in Seven (7) working days. Alternate Bid B is work related to additional apron paving.

Liquidated damages as set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5% percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City of Independence, the bid security may be forfeited or cashed by the City of Independence as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please contact Bolton & Menk, Inc at cedarrapids@bolton-menk.com to obtain a hard set of project documents. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering **Quest project # 8580623** on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, further 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. **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. The bidder shall not include sales tax in the bid. The City of Independence will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Award of Contract. All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the City of Independence for a period not to exceed **Ninety (90) days** from the date of the bid opening for the purpose of conducting the bid evaluation.

The Owner will base the award of contract upon the lowest aggregate sum proposal submitted from those bidders the Owner confirms as being responsive and responsible. The right is reserved, as the City of Independence may require, to reject any and all bids and to waive any informality in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon the owner receiving Federal funding assistance under the Airport Improvement Program.

Federal Provisions

This project is subject to the following Federal provisions, statutes, and regulations:

Equal Employment Opportunity - Executive Order 11246 and 41 CFR Part 60: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Goals for Minority and Female Participation – Executive Order 11246 and 41 CFR Part 60:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade: **2.0%**

Goals for female participation in each trade: **6.9 %**

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

Certification of Non-Segregated Facilities – 41 CFR Part 60: A certification of Non-segregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Disadvantaged Business Enterprise – 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a **contract goal of 4.6%** participation for small business concerns owned and controlled by certified socially and economically **Disadvantaged Business Enterprise (DBE)**. The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

Davis-Bacon Act, as amended – 29 CFR Part 5: The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder's subcontractors, by submission of an offer and/or execution of a contract, is required to certify that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Certificate – Aviation Safety and Capacity Act of 1990:

This contract is subject to the "Buy American Preferences" of the Aviation Safety and Capacity Act of 1990. Per Title 49 U.S.C. Section 50101, all steel and manufactured products installed under an AIP assisted project must be produced in the United States unless the Federal Aviation Administration has granted a formal waiver.

As a condition of bid responsiveness, Bidders must complete and submit as part of their proposal the enclosed Buy American certification. Bidder must indicate whether it intends to meet Buy America preferences by only installing steel and manufactured products produced with the United States of America; or if it intends to seek a permissible waiver to the Buy America requirements.

PROJECT DESCRIPTION: Construction of a new concrete apron to the north of the terminal building that will include a containment system to control any spills when spraying operations are occurring.

This Notice is given by authority of the City of Independence

Matthew Schmitz, City Manager

NOTICE OF INTENT TO ENTER INTO A GUARANTEED MAXIMUM PRICE CONTRACT

Dated: June 27, 2023

Jasper County, Iowa (the "County") intends to enter into a Guaranteed Maximum Price (GMP) contract for construction of its new Environmental Education Center (EEC). The County will issue a request for qualifications (RFQ) for Construction Manager at-Risk (CMaR) services for the project on July 12, 2023.

The CMaR will be selected using a two-step solicitation process and chosen on "best-value." The CMaR submittals who have demonstrated sufficient qualifications based on the following criteria will be offered the opportunity to submit a request for proposal (RFP) to serve as CMaR on the EEC Project.

1. Projects of similar size and scope in either the public or private sector
2. Past Performance
3. Safety Record
4. Proposed Personnel
5. Proposed Methodology

Schedule: Pre-construction assistance services to begin immediately upon selection. The project is anticipated to break ground Fall 2023 and the first phase of building construction is anticipated to commence during spring of 2024 and tentative substantial completion is October 2024.

During the proposal stage, qualified respondents shall be asked to submit their proposed fees for the project. The County will select the proposal that offers the best value based on the published selection criteria and on its ranking evaluation at the conclusion of the solicitation process.

Please direct all questions to:

Studio Melee

Attn: Jamie Malloy, AIA

139 Fourth Street

West Des Moines, IA 50265

515-314-9852

jamie@studiomelee.com

NOTICE TO BIDDERS

N. 5TH AVE STREET IMPROVEMENTS LOGAN, IOWA

Sealed bids for the work comprising of the improvements as stated below must be filed before 1:00 PM on July 20, 2023, in the office of the City Clerk at City Hall, 108 W. 4TH Street, Logan, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and tabulated at 1:00 PM on July 20, 2023, in the office of the City Clerk at City Hall, 108 W. 4th Street, Logan, Iowa for consideration by the City Council at its meeting on July 24, 2023. Consideration of the award of contract would subsequently occur by the Logan City Council at the same meeting, at 6:00 P.M. on July 24, 2023, at City Hall, presided over by the Mayor.

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:

N. 5th AVE STREET IMPROVEMENTS

Project includes all labor, materials, and equipment necessary to construct pavement removal, grading, 6" PCC pavement, water services, sanitary manholes, sanitary sewer services, inlet installation, storm sewer pipe installation, traffic control, mobilization, and miscellaneous work, including cleanup.

Work shall be completed by June 1, 2024.

Copies of the bid documents including project drawings and technical specifications will be on file and may be inspected at the Office of the City Clerk at City Hall, 108 W. 4th Street, Logan, Iowa. Electronic copies of the project documents will be available at www.QuestCDN.com. Downloads of the project documents require the user to register for a free membership at www.QuestCDN.com. Please contact [QuestCDN.com](http://www.QuestCDN.com) for assistance with free membership registration. A complete paper set of bid documents, including the Plans and Specifications, may be obtained from the Engineer, Veenstra & Kimm, Inc., 203 Sergeant Square Drive, Suite B, Sergeant Bluff, IA 51054, email nwiowa@v-k.net, phone (712) 943-5055.

All bids must be filed at City Hall on or before the time herein set. All bids shall be made on forms furnished by the City and obtained from Veenstra & Kimm, Inc., 203 Sergeant Square Drive, Suite B, Sergeant Bluff, IA 51054, (712) 943-5055 and must be enclosed in a separate sealed envelope and plainly identified.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the City of Logan, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the City of Logan. The bid shall contain no condition except as provided in the specifications.

The Certified Check, Certified Share Draft or Cashier's Check may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance bonds or provide an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the City.

The City of Logan reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by the City of Logan and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Logan from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving, if applicable, shall be four years.

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

Contractor shall fully complete the project no later than June 1, 2024. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated contract term. Contractor shall put forth a consistent effort to continually move the project forward. While it is understood that weather delays are unavoidable, Contractor's absence beyond these times shall not be acceptable.

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.

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 result in the bid being rejected.

Award of contract will be made after an evaluation of the most responsive, responsible bid for the total bid price of construction as selected by the City. The City of Logan reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This notice is given by authority of the City of Logan, Iowa,

By: Angela Winther

Title: City Clerk / Administrator

Posted on the Construction Update Online Plan Room website at www.mbionline.com and on the City's website at www.loganiowa.com

NOTICE TO BIDDERS

DAVIS PARK IMPROVEMENTS – CONCESSION BUILDING MOUNT VERNON, IOWA

Sealed proposals will be received by the City of Mount Vernon, Iowa, at City Hall, 213 1st Street W, Mount Vernon, Iowa 52314, until 2:15 p.m. on the 13th day of July, 2023 for the construction of the Davis Park Improvements – Concession Building, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

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:

DAVIS PARK IMPROVEMENTS – CONCESSION BUILDING

Construct the Davis Park Improvements Concession Building Project including all labor, equipment, and materials necessary for excavation, backfill and sitework; demolition of existing restroom structure; reinforced concrete foundation; concession building structure, water service, sewer service, connections to existing systems, electrical wiring and conduit, sidewalks, site grading, seeding and miscellaneous associated work, including cleanup.

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 RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Rapids Reproductions at 319-354-5950 or email iowacity@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

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 alternations 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, 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 MOUNT VERNON, 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.

No bidder may withdraw a proposal within forty-five (45) days after the date set for opening 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 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 Mount Vernon, 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. All work shall be completed by April 1, 2024, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be assessed for each calendar day that work on the contract remains 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 to the Contractor for said improvements will be from any one of the following sources at the sole discretion of the City Council: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (2) cash from such general funds of said City as may be legally used for such purpose; or (3) cash from public facilities set-aside fund.

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.

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.

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.

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.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would

otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Mount Vernon reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Posted by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA

Thomas Wieseler, Mayor

NOTICE TO BIDDERS

DAVIS PARK IMPROVEMENTS – BALLFIELD LIGHTING MOUNT VERNON, IOWA

Sealed proposals will be received by the City of Mount Vernon, Iowa, at City Hall, 213 1st Street W, Mount Vernon, Iowa 52314, until 2:30 p.m. on the 13th day of July, 2023 for the construction of the Davis Park Improvements – Ballfield Lighting, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

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:

DAVIS PARK IMPROVEMENTS – BALLFIELD LIGHTING

Construct the Davis Park Improvements Ballfield Lighting Project including all labor, equipment, and materials necessary for excavation, backfill and sitework; demolition of existing light poles and equipment; reinforced concrete foundations; connections to existing systems, electrical service panel, wiring and conduit, controls integration; ball field light poles; site grading, seeding and miscellaneous associated work, including cleanup.

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 RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Rapids Reproductions at 319-354-5950 or email iowacity@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

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 alternations 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, 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 MOUNT VERNON, 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.

No bidder may withdraw a proposal within forty-five (45) days after the date set for opening 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 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 Mount Vernon, 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. All work shall be completed by April 1, 2024, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be assessed for each calendar day that work on the contract remains 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 to the Contractor for said improvements will be from any one of the following sources at the sole discretion of the City Council: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (2) cash from such general funds of said City as may be legally used for such purpose; or (3) cash from public facilities set-aside fund.

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.

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.

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.

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.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of

Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Mount Vernon reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Posted by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA

Thomas Wieseler, Mayor