

NOTICE OF BID OPENING
LAGOON REHAB -2024
Stockport, Iowa

Sealed bids shall be received by the City Clerk at the City Hall at 212 S. Main St., STOCKPORT, IA, **until NOON**, on the 1ST day of **APRIL 2024** for the **LAGOON REHAB – 2024**; as described in the Project Documents therefore now on file with the City Clerk. Immediately after NOON on that date the City Clerk shall open and read the totals of bids received.

A tabulation of bids received will be prepared and shall be presented and acted upon by the City Council of Stockport, Iowa at a meeting to be held at **6:00 P.M.** on the 1ST day of **APRIL 2024** at the City Hall, 212 S. Main St., STOCKPORT, IA. 52651.

Items of work include furnishing and installing all materials and doing all work to rehabilitate the existing sewage lagoon including:

- Mobilization.
- Traffic Control.
- Access Road and Dike Surfacing Improvement.
- Fence Replacement.
- Lagoon Signage.
- Replace Discharge Structure Shear Gates, and
- Furnishing and Installing a Standby Generator.

All work is to be done in compliance with the drawings and specifications prepared by Warner Engineering Associates Inc., Mount Pleasant, Iowa, which are now on file for public examination at the ENGINEER'S office in Mount Pleasant, IA. and the City Clerk's office in STOCKPORT, IA.

Each bid shall be made on a form furnished by the ENGINEER and accompanied by a bidder's bond with corporate surety satisfactory to the governing body, a check drawn on and certified by an Iowa bank or a U.S. chartered bank, or a certified share draft drawn on an Iowa credit union, and filed in a sealed envelope separate from the one containing the bid and in an amount equal to ten percent (10%) of the amount of the bid, made payable to the City of STOCKPORT, Iowa, and may be cashed by the City of STOCKPORT, Iowa as liquidated damages in the event the successful Bidder fails to enter into a contract within ten (10) days after award of the Contract and post bond satisfactory to the City of STOCKPORT insuring the faithful performance of the Contract. The bid security of the lowest three Bidders may be retained for a period of not to exceed sixty (60) days until a contract is awarded and approved by the financing agencies; or rejection is made. Other bonds or checks shall be returned after tabulation of bids.

Payment to the CONTRACTOR for the completed work on this project shall be made by the City of STOCKPORT, Iowa in cash from such funds as may be legally used for said purposes. This project is funded by a combination of City Cash on-hand, Clean Water State Revolving Fund loans issued by the Iowa Department of Natural Resources, and Community Development Block Grant funds from the Iowa Economic Development Authority.

Payment to the CONTRACTOR shall be made monthly on estimates equivalent to ninety-five percent (95%) of the Contract value of the work completed since the last payment. Estimates shall be prepared prior to the Council meeting by the ENGINEER, who shall forward to the STOCKPORT City Clerk for payment of each signed estimate before the next meeting of the City Council. Payment shall be made to the CONTRACTOR by the City Clerk within ten (10) days of approval by the Council and funds delivered from the funding agencies. Final payment of the remaining five percent (5%) shall be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, assuming that no unpaid claims remain on file, and subject to the conditions and provisions of Chapter 573 of the Code of Iowa.

The **CONTRACTOR** shall comply with the Equal Employment Opportunity requirements of Executive Order 11246, Affirmative Action requirements, MBE/WBE/SBRA requirements and requirements to pay Federal Pre-determined Wages as outlined in the Contract Documents. The **CONTRACTOR** shall be able to demonstrate a “good faith” effort was made to utilize MBE/WBE/SBRA businesses in this project.

This PROJECT is subject to the “Buy-American” provisions.

The successful Bidder shall be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, said bonds to be issued by a responsible surety approved by the City Council and shall guarantee 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 of STOCKPORT, Iowa from the claims and damages of any kind caused by the operation of the CONTRACTOR, and shall guarantee maintenance of the improvements for a period of two (2) years from and after its completion and Final Acceptance by the City Council.

If the contract is awarded by the Council on November 6, 2023, the **LAGOON REHAB – 2024** shall be fully completed on or before **October 31, 2024**. If the contract award is delayed by the Council, the date for completion of the **LAGOON REHAB – 2024** shall be extended by a time equal to the delay in the award of a contract. A Notice to Proceed shall be issued the same day as execution of the Agreement by the City. The Bidder agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the Contract completion date that the project is not fully completed.

Drawings and specifications governing the construction of the proposed improvements have been prepared by Warner Engineering Associates Inc., Mount Pleasant, Iowa. Said drawings and specifications and prior proceedings of the City Council of STOCKPORT 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 in compliance therewith.

The PROJECT Documents may be obtained from Warner Engineering Associates Inc., 1010 East Washington St., Suite 202; Mount Pleasant, Iowa 52641. No deposit is required but all PROJECT Documents shall be returned in good condition.

By virtue of statutory authority, preference shall be given products and provisions grown and coal produced in the State of Iowa and to Iowa domestic labor to the extent lawfully required by Iowa Statutes, providing that the award of the Contract will be to the lowest responsible bidder complying with this Notice and the Instructions to Bidders. The City Council reserves the right to reject any or all bids and to waive technicalities and irregularities.

Administrative rule 875-156.3 requires that “when awarding a contract for a public improvement to the lowest responsible bidder, the public body shall allow a preference to a resident bidder as against a nonresident bidder that is equal to any preference given or required by the home state or foreign country in which the nonresident bidder is a resident without regard to whether such preferences are actually enforced by the applicable regulatory body in each state.”

Published by order of the City Council of Stockport, Iowa.

By: Garret Filson, Mayor

ATTEST: Jennifer Palmer, City Clerk