

NOTICE TO BIDDERS
NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS
PROPOSED FORM OF CONTRACT AND ESTIMATE OF COSTS
FOR THE CONSTRUCTION OF CERTAIN FLOOD PROTECTION
LEVEE IMPROVEMENTS
IN THE CITY OF DENISON, IOWA
AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS

Sealed proposals will be received by the City Clerk of the City of Denison, at her office in City Hall until **2:00 o'clock P.M.** on the **5th** day of **July, 2006**, for the construction of certain levee improvements and such other work as may be incidental thereto, as described in the plans and specifications therefor now on file in the office of the City Clerk entitled:

EAST BOYER RIVER
SOUTH BANK FLOOD PROTECTION LEVEE PROJECT
CITY OF DENISON, IOWA

IN COOPERATION WITH
U.S .DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION

At said time and place, proposals received will be opened and the results will be announced. Proposals will be acted upon by the City Council at their regularly scheduled meeting at 7:00 o'clock P.M. on the 5th day of July, 2006 or at such later time as may then be fixed.

A hearing will be held by the City Council on the proposed plans and specifications and proposed form of contract and estimate of cost for said improvements at a meeting to be held in the Council Chambers at City Hall at **5:00 o'clock P.M.** on **June 19, 2006**, and at said hearing, any interested person may appear and file objections thereto.

Improvements consist of the following approximate quantities: 0.3 AC Clearing and Grubbing; 51,413 CY Excavation, Class 10, Roadway and Borrow; 5,715 CY Topsoil, Strip, Salvage and Spread; 2 EA Adjustment of Fixtures; 1 LS Removals, as per Plan; 67 CY Structural Concrete, Class C; 1 EA Aprons, Concrete, 36 In. Dia., 1 EA Aprons, Concrete, 30 In. Dia.; 1 EA Aprons, Concrete, 24 In. Dia., 156 LF Subdrain, 1500D Concrete Pipe, 24 In. Dia.; 258 LF Subdrain, 1500D Concrete Pipe, 36 In. Dia.; 1 EA Gate, Outlet Control, Flap, 24 In.; 1 EA Gate, Outlet Control, Flap, 36 In.; 1 EA Utility Access, RA-49; 18 LF Sewer Pipe, 1500D Storm, 30 In. Dia.; 260 SY Engineering Fabric; 140 TON Revetment, Special; 10 SY Removal of Sidewalk; 10 SY Sidewalk, P.C. Concrete, 4 In.; 1 LS Traffic Control; 1 LS Mobilization; 42,060 CY Furnish and Deliver Borrow; 4 EA Pipe Gates; 2 EA Timber Pile Pipe Support; 1 LS Closure Structure; 7 AC Mulching; 7 AC Seeding and Fertilizing (Rural); 88 LF Silt Fence for Ditch Checks and other items incidental thereto.

Section 1102 - Proposal Requirements and Conditions of the IDOT Standard Specifications shall not apply to this project; however, firms that are currently debarred/disqualified from bidding IDOT projects shall also be debarred/disqualified from bidding this project.

Each proposal shall be made on a form furnished by the City and must be accompanied by a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the

United States or a certified share draft on a credit union in Iowa or chartered under the laws of the United States or a bid bond executed by a corporation authorized to contract as a surety in Iowa and filed in an envelope separate from the one containing the proposal, sealed and in an amount equal to ten percent (10%) of the amount of the proposal, made payable to the City Treasurer of the City of Denison, Iowa, and may be cashed by the City as liquidated damages in the event the successful bidder fails to enter into a contract within 10 days of award and post bond satisfactory to the City insuring the faithful fulfillment of the contract as required by law and the specifications.

Payment to the contractor will be made in cash from funds on hand which may be legally used for such purposes. Funding for this project is being accomplished with the assistance of the U.S. Department of Commerce, Economic Development Administration. Payment will be made monthly by the City of Denison based on estimates of ninety-five percent (95%) of the work completed in an acceptable manner. The monthly progress payment will be made within thirty (30) days from the date the progress payment is approved by the City Council. Five percent (5%) of each project estimate will be retained and held as a suspended payment. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the City Council. Retention of unpaid funds and final payment shall be in accordance with Chapter 573, Code of Iowa, as amended.

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 and shall guarantee the faithful performance of the contract and terms and conditions therein contained, 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 also guarantee the maintenance of all work and materials in good repair for not less than two (2) years from the time of acceptance of the improvements by the Owner.

Plans and specifications governing the construction of the proposed improvements have been prepared by Sundquist Engineering, P.C., Consulting Engineers for the City, which plans and specifications and the proceedings referring to and defining said proposed 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. Copies of said plans and specifications are now on file in the City Clerk's office at City Hall, for examination by bidders. Copies of said plans and specifications may be obtained from the Engineer at his office at 120 South Main, P.O. Box 220, Denison, Iowa, upon request and deposit of \$50.00, non-refundable.

The work on the proposed contract shall be commenced within 10 calendar days after written Notice to Proceed is issued. One hundred twenty (120) working days will be allowed for this project. Liquidated damages in the amount of \$400 per day shall be assessed the contractor for each calendar day that work proceeds on the project beyond the specified completion date, excepting authorized extensions thereof.

Partial funding for this project will be provided under a Federal Grant. The Contractor agrees to comply with all regulations from the U.S. Department of Commerce, Economic Development Administration, Requirements for Approved Project, 9th Edition, April 2000 including the following:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold – currently fixed as \$100,000, see 41 USC 403 (11)).
- b. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000).
- c. Compliance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- d. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrantees for construction or repair).
- e. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)(Construction contracts in excess of \$2,000 awarded by grantees and subgrantees).
- f. Compliance with sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).(Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- g. EDA requirements and regulations pertaining to reporting.
- h. EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- i. EDA requirements and regulations pertaining to copyrights and rights in data.
- j. Access by the grantee, EDA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

- I. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15)(Contracts, subcontracts, and subgrants of amounts if excess of \$100,000).
- m. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163,89 Stat. 871)
- n. All equipment or products authorized to be purchased must be American made to the maximum extent feasible in accordance with Public Law 103-121, Sections 606(a) and b).

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to materials supplied by companies from within the State of Iowa and to Iowa domestic labor.

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged 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 sex, race, color or national origin in consideration for an award.

The City reserves the right to reject any or all proposals and to waive informalities.

Published upon order of the City Council of the City of Denison, Iowa.

CITY OF DENISON, IOWA

By: /s/ Marcia Bretey
City Clerk

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