

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN, IOWA
WPCP BIOGAS ENGINE REPLACEMENT

PROJECT NO. 52015014

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE CITY OF MARSHALLTOWN, IOWA, WPCP BIOGAS ENGINE REPLACEMENT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 10th day of April, 2017, in the Council Chambers, 10 West State Street, Second Floor, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 52015014, the WPCP Biogas Engine Replacement now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa at her office at 24 N. Center Street until 10:00 a.m. local time, on the 18th day of April, 2017, for the construction of the WPCP Biogas Engine Replacement as described in the plans and specifications for Project No. 52015014 and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 24th day of April, 2017, or at such later time and place as may then be fixed. Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, **WPCP Biogas Engine Replacement, Marshalltown, Iowa.**

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the WPCP Biogas Engine Replacement in Marshalltown, Iowa. All work is to be done in strict compliance with the Plans and Specifications for said Project No. 52015014 as proposed by the City Engineer. The extent of the work involved is as follows:

1. Removal and salvage of existing biogas generator.
2. Demolition of existing piping, generator appurtenances, concrete pad, etc. as shown on the construction drawings.
3. Installation of new biogas generator, heat exchangers, chiller, and associated equipment.
4. Modifications of existing electrical power system and installation of new electrical equipment as shown on the construction drawings to accommodate new biogas generator
5. Construction of a concrete pad for mounting the lower level heat exchanger and chiller.
6. Removal of louvers and wall material to provide access for removal of existing biogas generator and installation of new biogas generator.
7. Restoration of louver and wall.
8. Miscellaneous demolition, piping changes, and control system modifications.

Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Marshalltown, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Marshalltown, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Marshalltown, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed by September 11, 2017, and with final completion by October 09, 2017, subject to any changes granted by the Owner.

The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City \$500 for each day that expires after the time specified for Substantial Completion until the work is certified by the engineer as substantially complete and \$200 for each day after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the

contract time for Final Completion. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

Preference will be given to products and provisions grown and coal produced within the State of Iowa, by virtue of statutory authority, and to Iowa domestic labor in constructing said improvements.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two (2) years from and after acceptance of the project.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) days from the date of receipt of proposals.

Complete digital project bidding documents are available at www.questcdn.com. Prospective bidders may download the digital plan documents at no cost, but must input the Quest project cost number 4976488 on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

A paper copy of said Bidding Requirements and Contract Documents will be on file in the office of the City Clerk, City Hall, Marshalltown, Iowa, for examination by prospective bidders. An optional paper set of Bidding Requirements and Contract Documents may be obtained from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010, (515) 233-0000. A deposit of \$75 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Paper documents may be acquired directly from the office of FOX Engineering Associates without incurring a shipping and handling fee. However, a minimum prior notice of two business days is required for documents that will be picked up during FOX Engineering normal business hours. Upon request, documents can be shipped at the lowest cost ground shipping rate and via a trusted carrier such as UPS or FEDEX.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 45 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 27th day of March, 2017.

CITY OF MARSHALLTOWN, IOWA

By _____
Shari L. Coughenour, CMC, City Clerk