

NOTICE TO BIDDERS

NOTICE OF TAKING OF BIDS FOR THE CONSTRUCTION OF THE 2022 STREET IMPROVEMENT PROJECT FOR THE CITY OF STUART, IOWA

Sealed proposals must be filed with the City Clerk of the City of Stuart, Iowa, in the Council Chambers at the City Hall, 119 East Front Street, Stuart, Iowa, before 2:00 P.M. on the 6th day of July, 2022, for the construction of the 2022 Street Improvement Project, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the City Clerk at City Hall. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Clerk at the time and date specified above.

Proposals will be acted upon by the City Council of said City in the Council Chambers at 6:30 P.M. on the 11th day of July, 2022, or at such later time and place as then may be fixed.

The work to be done is as follows:

2022 STREET IMPROVEMENTS

Provide all labor, materials, and equipment necessary to construct existing pavement rehabilitation and hot mix asphalt resurfacing including approximately 4,500 square yards of milling, and approximately 500 tons of hot mix asphalt overlay, HMA patching, curb and gutter replacement, testing, mobilization, traffic control and miscellaneous work, including cleanup. Add Alternate 1 includes an additional 3,100 square yards of milling and hot mix asphalt overlay. Add Alternative 2 includes one block of pavement rehabilitation with full depth PCC patching and hot mix asphalt overlay.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Stuart, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

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 said receipt of 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, 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.

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The bid security should be made payable to the CITY OF STUART, 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 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 the other contract documents. Bidders will use the bid bond form included in the specifications.

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 rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the Deadline for submission of proposals.

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials, service, or transportation for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than two (2) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project, including surface restoration, shall be completed by November 18, 2022.

The duration of the work is critical to the project so as to minimize the disruption associated with the project to the property owners and to provide services to proposed residences. Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day will be assessed for each day that all work on the project, including surface restoration, is not completed after November 18, 2022 at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. At the option of the City, damages may be deducted from any retainage prior to release, the final payment to contractor, or through the commencement of a cause of action by the City, in the City's sole discretion. The selection by the City of any particular course of action hereunder is not exclusive and shall not preclude the pursuit of additional remedies by the City. In the event the City institutes legal proceedings, the Contractor shall be responsible for any and all attorney's fees and expenses.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Payment to the Contractor for said construction will be made from one or any combination of the following resources: (1) cash on hand as may be legally used for such purposes, (2) cash derived from the proceeds of the sale and issuance of General Obligation Bonds of the City, or any combination thereof.

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 each month by the Contractor, subject to the approval of the Architect/Engineer, who will certify to the City for payment each approved estimate at least five days prior to City Council meeting. 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 City 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. The balance due the Contractor will be paid, subject to the conditions and in accordance with the provisions of Chapters 26 and 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.

Notice to Bidders

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council 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 and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266 at no charge.

This notice is given by order of the Council of the City of Stuart, Iowa.

CITY OF STUART, IOWA

Richard Cook, Mayor

ATTEST:

Ashraf Ashour, City Administrator/Clerk