NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING JURISDICTION OF CITY OF CARLISLE, IOWA PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the **City of Carlisle, Iowa** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:30 P.M.** on **April 22nd, 2024**, in **Carlisle City Hall, 100 N First Street, Carlisle, Iowa 50047**, for the **Scotch Ridge Road** and **Highway 5 Intersection Improvements**.

Sealed bids for the work comprising each improvement as stated below must be filed before **3:00 P.M.**, according to the clock in said **Carlisle City Hall** on **May 7th**, **2024**, at the reception desk in **Carlisle City Hall**, **100 N First Street**, **Carlisle**, **Iowa 50047**. 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 3:00 P.M. on May 7th, 2024, in the Carlisle City Hall, 100 N First Street, Carlisle, Iowa 50047, for consideration by the City of Carlisle, Iowa at its meeting at 6:30 P.M. on May 13th, 2024.

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued and shall be completed as stated below.

Complete digital project Bidding Documents and Contract Documents and Plans are available at <u>www.questcdn.com</u>. You may download the digital documents at no cost by inputting Quest project number 9052677 on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or <u>info@questcdn.com</u> for assistance in free membership registration, downloading, and working in this digital project information.

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 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

Scotch Ridge Road and Highway 5 Intersection Improvements

Base Bid:

The improvements include removal of PCC pavement, placement of 6-inch depth of modified subbase, placement of 9-inch depth PCC concrete, granular shoulders, sidewalk replacement including detectable warnings, traffic signal head installation, pavement marking removal and placement, temporary traffic control, erosion control and final restoration of disturbed turf areas.

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 Carlisle, Iowa** 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 **City of Carlisle, Iowa** 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 Carlisle, Iowa** 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 shall be four years.

The City of Carlisle, Iowa, 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.

The Contractor shall substantially complete the overall project between the dates of May 28th, 2024 and August 16th, 2024. Substantial completion for the overall project shall be defined as all grading, pavement, and sidewalk construction completed; traffic signal head, pavement markings, and signs installed; and all roadways and sidewalks open to traffic and the new signal fully operational. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

Failure to complete any stage of work under the specified schedules will result in liquidated damages of \$1,000.00 per calendar day until the stage is complete.

The **City of Carlisle**, **Iowa** 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 Carlisle, Iowa.

Drew Merrifield, Mayor-

Posted to the Iowa League of Cities and the Master Builders of Iowa websites. Published in Des Moines Register.