

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City at City Hall, 325 Wisconsin Street, LeClaire, Iowa until 2:00 pm., local time, on Tuesday, July 1, 2025, at which time and place they will be opened and publicly read or at such later time and place as may then be fixed.

Bids will be considered by the City at a public meeting to be held at City Hall at 6:00 p.m., local time, on Monday, July 7, 2025, or at such later time and place as may then be fixed. The proposed construction shall generally consist of the following work:

2025 HMA STREET IMPROVEMENTS

Construct 2025 HMA Street Improvements including approximately 12,239 square yards of HMA surfacing, 1,852 square yards of machine milling, roadway widening, culvert replacement, base stabilization, patching, and seeding/fertilizer are required including miscellaneous associated work including cleanup. The streets included in the HMA Surfacing construction program include the following:

- A. Douglas Court (approximately 968 square yards) HMA overlay and 22.5 square yards HMA widening.
- B. N. 7th Street, localized section between Wisconsin Street and Jones Street (approximately 423 square yards) HMA mill and overlay.
- C. N. 10th Street, Wisconsin Street to Reynolds Street (approximately 1,516 square yards) HMA overlay and 184 square yards HMA widening.
- D. N. 11th Street, Jones Street to Reynolds Street (approximately 940 square yards) HMA overlay.
- E. N. 12th Street, Jones Street to Reynolds Street (approximately 714 square yards) HMA overlay and 122 square yards HMA widening.
- F. N. 13th Street, Wisconsin Street to Reynolds Street (approximately 1,202 square yards) HMA overlay/partial mill/overlay and 436 square yards of HMA widening.
- G. Reynolds Street, 13th Street to 10th street (approximately 3,048 square yards combined) partial milling/HMA overlay.
- H. Woodland Drive, Valley Drive to East Terminus (approximately 2,335 square yards) reconstruction/HMA overlay/widening
- I. Parking Extension – 540 N. Cody Road (approximately 124 square yards) HMA parking pad off Benton Street.
- J. Library Parking Lot Handicap Stall – 77.8 SY of milling and 3" HMA patch.
- K. Add Bid Alternate – Scout Park Parking Lot 2" HMA Overlay Resurfacing (371 square yards) and 68 LF of new PCC Curb and Gutter, 24" wide unit.

Bidding documents may be examined at Veenstra & Kimm, Inc. 1800 5th Avenue, Rock Island, Illinois and at City Hall, 325 Wisconsin Street, LeClaire, Iowa.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Electronic copies may be obtained from the Coralville office of VEENSTRA & KIMM, INC. after an Electronic Media Agreement is submitted. Please email Michelle Chinchilla at mchinchilla@v-k.net to request the agreement form.

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 receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations 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.

The bid security should be made payable to the CITY OF LECLAIRE, 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 liquidated 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 other contract documents. Bidders shall use the bid bond form bound in the specifications.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

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 Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and 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 guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of LeClaire, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work under the contract shall be completed by November 28, 2025, subject to any extensions of time which may be granted by the City Council.

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Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per calendar day shall be assessed for each day that work shall remain uncompleted after November 28, 2025, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) 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 on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. 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 Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-seven percent (97%) of the contract price of the contract. Final payment of the remaining three percent (3%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 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.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

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.

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.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of LeClaire reserves 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 City.

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

Dennis Bockenstedt
City Administrator