

**NOTICE TO BIDDERS**  
**MUSCATINE COUNTY PUBLIC IMPROVEMENT PROJECT**  
**DOWNTOWN PARKING LOT AND SIDEWALKS PROJECT**

The Muscatine County Board of Supervisors will conduct a public hearing on Monday August 11, 2025 at the Muscatine County Administration Building to take public comment on proposed plans, specifications, form of contract and estimate of cost of a proposed public improvement project, to wit: Muscatine County Downtown Parking Lot and Sidewalks.

Construction plans, specifications, form of contract and estimate of cost will be available for public inspection in the Muscatine County Development Office at 3610 Park Ave. West Muscatine, IA 52761 beginning on July 28th, 2025.

You are invited to appear in person or send written comments to the Muscatine County Board of Supervisors % Administration Office, 414 E. 3rd St., Suite 101, Muscatine, Iowa 52761.

Muscatine County will receive bids for the Downtown Parking Lot and Sidewalks Project until 2:00 p.m., on August 28, 2025. Bid submittal shall be a digital PDF with bid form, bid bond, and other attachments emailed to [brad@watersmithengineering.com](mailto:brad@watersmithengineering.com) and [administration@muscatinecountyiowa.gov](mailto:administration@muscatinecountyiowa.gov)

Attachments may be completed electronically, or completed by hand and scanned into a PDF format, according to the bidder's preference. All Bids will be opened and bids tabulated at the time and date above in the Administration Office, 414 E. 3rd St., Suite 101, Muscatine, Iowa 52761.

The County Board of Supervisors will consider all bids received at its council meeting to be held at 9:00 a.m. on the September 8, 2025, at the Muscatine County Administration Building.

General Nature of the Public Improvement:

Removal and replacement of approximately 700 SY of PCC parking lot, 90 SY of PCC curb and gutter, 270 SY of PCC sidewalk, and associated traffic control, excavation, subgrade preparation, crushed rock subbase, accessible warning panels, backfill, seeding, and other associated work items.

Work on the improvement shall commence immediately upon approval of the contract by the Board of Supervisors, and be completed as stated below.

Contractor shall substantially complete the project no later than **April 30, 2026** and shall fully complete the project no later than **May 31, 2026**. Substantial completion is defined as all new pavement is installed and open for public use. Final completion shall include establishment of seeding. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$500** per calendar day will be assessed for work not completed within the designated contract term.

Digital PDF copies of the contract documents are available for by contacting Brad Roeth, Watersmith Engineering [brad@watersmithengineering.com](mailto:brad@watersmithengineering.com). Paper copies are available at a fee of \$200 per set. This fee is refundable, provided the following conditions are met. 1. The plans and specifications are returned complete and in good usable condition. 2. And they are returned within fourteen (14) calendar days after the award of the project.

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.

Muscatine County is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project without paying Sales and Use tax.

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.

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 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.

Muscatine County reserves the right to defer acceptance of any bid for a period of up to sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period. If requested, the bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

Muscatine County 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.

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 Muscatine County 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 Muscatine County 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.

Muscatine County, 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.

A non-mandatory pre-bid conference will be held at 9 am, Wednesday, August 20, 2025; meet at the Board Room, Muscatine County Administration Building, 414 E. 3rd Street. All Contract Bidders are encouraged to attend. Representatives of the Engineer and the Owner will be in attendance.

This Notice is given by authority of Muscatine County

**/s/ Eric Furnas**