

## NOTICE TO BIDDERS

### 50TH AVE. PAVEMENT REHABILITATION G14 HIGHWAY TO S. COUNTY LINE RD. CITY OF NORWALK, IOWA

Sealed bids must be filed before **2:00 p.m. on September 9, 2025** in the office of the City Clerk at City Hall, 705 North Avenue, Norwalk, IA 50211, for the following described public improvement. 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.

At the above time and place all bids received by the City will be opened and tabulated with the results being reported to the Norwalk City Council at their meeting on **Thursday, September 18, 2025 at 6:00 p.m.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Norwalk, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 p.m. on Thursday, September 18, 2025** at the Council Chamber in City Hall, 705 North Avenue, Norwalk, IA 50211. At said hearing, presided over by the Mayor, any interested person may appear and file objections thereto or to the cost of the improvements.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Norwalk generally described as follows:

Construction of the 50TH AVE. PAVEMENT REHABILITATION, G14 HIGHWAY TO S. COUNTY LINE RD. including all materials, labor and equipment necessary for the installation of approximately: **95 TONS Granular Surfacing, 614 SY of 7" Full Depth PCC Patching, 27,010 LF of Crack and Joint Cleaning and Filling, 26,471 SY of Diamond Grinding, 7,638 EA of 3/4" Dowel Bar Retrofits, 440 STA of Pavement Marking, Temporary Traffic Control, Portable Tempory Traffic Signals, and miscellaneous related work and appurtenances.**

The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by the Engineer which have been heretofore approved by the City Council and which are now on file for public examination in the office of the **City Clerk at City Hall, 705 North Avenue, Norwalk, IA 50211.**

All bids shall be made on a form approved by the City and shall be filed before the time specified above, in a sealed envelope addressed to the City Clerk of Norwalk, Iowa, clearly stating that the envelope contains a bid on this project. Bidding forms may be obtained from **Foth Infrastructure and Environment, LLC at 106 SW 7<sup>th</sup> Street, Suite 200, Des Moines, Iowa 50309.** Copies of Plans and Specifications and contract documents can be obtained at the same address.

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Contractors may obtain the bid tabulation by contacting **Foth Infrastructure and Environment, LLC** after the sealed bids have been opened by the City, reviewed and certified by the Engineer, and Council has awarded the project.

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 City, for the faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract, in an amount equal to 100% of the amount of the contract. Additionally, the bidder must provide the City with a guarantee of maintenance of said improvement for a period of four (4) years from the time of acceptance by the City. The bidder's security shall be in an amount equal to ten percent (10%) of the total amount of the bid 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 City. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

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

By virtue of statutory authority, a 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.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

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Work on said project shall commence within ten (10) days of a written notice to proceed and shall be completed as follows:

**Final Project Completion Date = December 31, 2025**

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day will be assessed for each day that the work remains uncompleted after the end of the contract period.

Payment for the work will be made by the City in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the City Council may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-seven (97%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made in accordance with Iowa statutes and the contract documents.

The City of Norwalk reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities and enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

**CITY OF NORWALK, IOWA**

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Lindsey Offenburger, City Clerk

Post Notice to Bidders: August 22, 2025