

NOTICE TO BIDDERS

JURISDICTION OF CITY OF MANNING, IOWA PUBLIC IMPROVEMENT PROJECT

HERITAGE PARK TRAIL

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising each improvement as stated below must be filed before 10:00 A.M. according to the clock the office of City Clerk, on April 14, 2026, in the office of the City Clerk's Office, City Hall, 321 Center Street, Manning, IA 51455. 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.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at 10:00 A.M. on April 14, 2026, in the City Clerk's Office, City Hall, 321 Center Street, Manning, IA 21455 for consideration by the City of Manning at its meeting on April 21, 2026.

Commencement of Work

Work on the improvement shall be commenced immediately upon approval of the contract by the Council and be completed as stated below.

Contract Documents

Hard copies of the contract documents are available from McClure Engineering Company, 623 N Carroll Street, Carroll, Iowa 51401. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$0.00 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. 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. An individual must call (515) 964-1229 in advance to reserve a paper copy.

An electronic version of the contract documents, bidding documents, and plans are available at no cost by clicking on the "Bidding Documents" link at www.mcclurevision.com and choosing Heritage Park Trail. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Preference of Products and Labor

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. 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.

General Nature of the Public Improvement

The Heritage Park Trail project consists of PCC paving to connect existing trail along East Street to Cobblestone Inn & Suites via the Heritage Park access drive. Associated work includes grading, pipe culvert installations, traffic control and erosion control.

Bid Security

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 Manning** 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. 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.

Performance, Payment, and Maintenance Bond

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 Manning** 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 Manning** 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.

Title VI Compliance

The **City of Manning**, 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.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer,

solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 97% of the work completed during a payment period, with the remaining 3% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the **City of Manning** as per provisions in the Iowa Code.

Sales Tax Exemption

The **City of Manning** will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

Contractor shall complete all project work no later than **October 30, 2026**. Should the contractor fail to complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00)** per calendar day will be assessed for work not completed within the designated contract term.

The **City of Manning** 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 Manning**

Joe Mass, Mayor

ATTEST:

Dawn Meyer, City Clerk