

NOTICE TO BIDDERS

CRESTON UPTOWN IMPROVEMENTS DIVISION 1 – LINEAR PARK DIVISION 2 – ELM STREET DIVISION 3 – RESIDENTIAL SIDEWALKS CRESTON, IOWA 2026

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M. on Wednesday, July 15, 2026**, in the office of the City Clerk of the City of Creston, City Hall, 116 West Adams, Creston, Iowa 50801.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **2:00 P.M. on Wednesday, July 15, 2026**, in the office of the City Clerk of the City of Creston, City Hall, 116 West Adams, Creston, Iowa 50801, for consideration by the City of Creston at its meeting at **6:00 P.M. on Tuesday, July 21, 2026** in the City Hall, 116 West Adams, Creston, Iowa 50801. The City reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced immediately upon issuance of a written Notice to Proceed and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security 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 form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent 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, a certified check, or a bank money order drawn on an FDIC insured bank in Iowa or on a 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.

Contract Documents. **Electronic project documents are available at no cost** at www.gardenassociates.net by clicking the "Bid Documents" link and choosing the "CRESTON UPTOWN IMPROVEMENTS – CRESTON IOWA- 2026" project on the left side of the page. Project information, Engineer's cost opinion, and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. Download delivery fee is \$0.00, or Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., 806 Wyoming Ave., Creston, Iowa 50801 upon deposit of **One Hundred Dollars (\$100.00)** which shall be refunded upon return of said plans and specifications within fourteen (14) days after award of the project. If said plans and specifications are not returned within the time specified and in a reusable condition, the deposit shall be forfeited. Copies of said specifications are also on file at the Creston City Hall.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City of Creston on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at **6:00 P.M. on Tuesday, July 21, 2026** in the City Hall, 116 West Adams, Creston, Iowa 50801.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, 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.

General Nature of Improvement. The work generally consists of the following:

Division 1 – Linear Park

Excavation, Class 10 – 630 CY; Subgrade Preparation (12" Thick) – 1,885 SY; Granular Subbase, Modified Subbase, 4" Thick – 2,835 SY; Granular Subbase, Modified Subbase, 6" Thick – 1,885 SY; Compaction Testing – 1 LS; Trench Compaction Testing – 1 LS; Storm Sewer, Trenched, HDPE 12" – 135 LF; Storm Sewer, Trenched, HDPE 15" – 180 LF; Storm Sewer, Trenched, HDPE 18" – 24 LF; Removal of Storm Sewer $\leq$ 24" – 288 LF; Subdrain, Perforated PE, 4" – 820 LF; Subdrain Outlets and Connections, 6" CMP – 8 EA; Circular Storm Sewer Manhole, Type SW-401, 48" Dia. – 4 EA; Intake, Type SW-501 – 5 EA; Intake, Type SW-512, 18" Dia – 1 EA; Removal of Manhole – 2 EA; Removal of Intake – 4 EA; Pavement, PCC, 7" Thick – 1, 839 SY; PCC Pavement Samples and Testing – 1 LS; Pavement Removal – 3,389 SY; Removal of Sidewalk – 1,798 SY; Removal of Driveway – 255 SY; PCC, Sidewalk, 6" Thick, Reinforced – 2,470 SY; Brick Unit Paving – 4,639 SF; Detectable Warning – 210 SF; Paved Driveway, PCC, 7" Thick – 365 SY; Painted Pavement Markings, Solvent / Waterborne – 80 STA; Painted Symbols and Legends – 4 EA; Temporary Traffic Control – 1 LS; Litter Receptacles – 5 EA; Curbed Planter w/ Benches – 13 EA; Curbed Planter – 5 EA; Site Electrical – 1 LS; Mobilization – 1 LS.

Division 2 –Elm Street

Excavation, Class 10 – 243 CY; Subgrade Preparation (12" Thick) – 728 SY; Granular Subbase, Modified Subbase, 4" Thick – 655 SY; Granular Subbase, Modified Subbase, 6" Thick – 558 SY; Compaction Testing – 1 LS; Trench Compaction Testing – 1 LS; Storm Sewer, Trenched, HDPE 12" – 62 LF; Removal of Storm Sewer $\leq$ 24" – 32 LF; Intake, Type SW-501 – 2 EA; Removal of Intake – 2 EA; Pavement, PCC, 7" Thick – 558 SY; PCC Pavement Samples and Testing – 1 LS; Pavement Removal – 307 SY; Removal of Sidewalk – 867 SY; PCC, Sidewalk, 6" Thick, Reinforced – 660 SY; Detectable Warning – 55 SF; Paved Driveway, PCC, 7" Thick – 59 SY; Concrete Wall Curb – 65 LF; Painted Pavement Markings, Solvent / Waterborne – 7 STA; Temporary Traffic Control – 1 LS; Site Electrical – 1 LS; Mobilization – 1 LS.

Division 3 – Residential Sidewalks

Excavation, Class 10 – 34 CY; Subgrade Preparation (12" Thick) – 93 SY; Granular Subbase, Modified Subbase, 4" Thick – 1,873 SY; Granular Subbase, Modified Subbase, 6" Thick – 93 SY; Pavement, PCC, 6" Thick – 93 SY; PCC Pavement Samples and Testing – 1 LS; Pavement Removal – 75 SY; Removal of Sidewalk – 1,349 SY; PCC, Removal of Driveway – 147 SY; PCC, Sidewalk, 5" Thick – 1,353 SY; PCC, Sidewalk, 6" Thick – 207 SY; Detectable Warning – 190 SF; Paved Driveway, PCC, 6" Thick – 204 SY; Hydraulic Seeding, Fertilizing,

and Mulching – 1 LS; Combined Concrete Sidewalk and Retaining Wall – 64 CY; Temporary Traffic Control – 1 LS; Mobilization – 1 LS.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. Jurisdiction will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (97%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

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.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amount of **Six Hundred Dollars (\$600.00)** per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Creston on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsive, responsible, qualified bidder submitting the lowest acceptable bid for each Division of work. The City of Creston hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it

may deem to be for the best interest of the City of Creston. A bidder shall not withdraw its proposal for a period of **60** calendar days after the date designated for opening of proposals.

The work under the proposed contract shall be fully completed and ready for final payment within the following working days: **Division 1 - 140 working days, Division 2 – 40 working days, Division 3 – 70 working days.** It is anticipated that the Notice to Proceed will be issued on or after **August 11, 2026.**

BABA Language for Inclusion into Contracts/Subcontracts

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Section 3 Language for Procurement Documents and Contracts

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75,

describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

This Notice is given by authority of the City of Creston.

Douglas Daggett, Mayor
City of Creston

ATTEST:

Brandea Leach, City Clerk