

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

ROCK CREEK RESTORATION PROJECT CLINTON, IOWA

State Revolving Fund Sponsored Project #WRR23-003

TIME FOR FILING SEALED PROPOSALS

Electronic sealed bids for the work comprising the improvements described below must be filed before 2:00 p.m. according to the clock in the office of the City Clerk on the 18th day of August, 2026, at the following online bidding platform: <https://cityofclintoniowa.ionwave.net>. Paper bids will not be accepted. Bid Security will need to be an original physical copy hand delivered to City Hall, 611 South 3rd Street, Clinton, Iowa, by 2:00 p.m. on the 18th day of August, 2026. Any bids received after the deadline for submission of bids as stated herein shall not be accepted or considered.

GENERAL NATURE OF THE PUBLIC IMPROVEMENT

Rock Creek Restoration Project work will include but is not limited to the following improvements for streambank stabilization at Bickelhaupt Arboretum, 340 South 14 Street:

A total of approximately 3905 cubic yards of streambank stabilization earthwork, 0.7 acres of native wetland seeding, 17 linear feet of 18-inch RCP stormwater sewer replacement, installation of 3490 square yards of turf reinforcement mat, striping, testing, mobilization, traffic control, erosion control, and surface restoration are required, including miscellaneous work and cleanup.

TIME SEALED PROPOSALS WILL BE OPENED AND CONSIDERED

Sealed online bids will be opened in the Engineering Department and bids tabulated at 2:00 p.m. on the 18th day of August 2026. Bids will be considered by the City of Clinton City Council at its meeting in Council Chambers in City Hall, 611 South 3rd Street, Clinton, Iowa, at 5:00 p.m. on the 25th day of August 2026. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

PUBLIC HEARING ON PROPOSED CONTRACT DOCUMENTS AND ESTIMATED COSTS FOR IMPROVEMENT

Notice is hereby given that a public hearing will be held by the City of Clinton, Iowa, on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total

cost for the ROCK CREEK RESTORATION PROJECT at the City Council meeting at 5:00 p.m. on the 25^h day of August, 2026, in said City Council Chambers, 611 South 3rd Street, Clinton, Iowa.

COMMENCEMENT AND COMPLETION OF WORK

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. The Notice to Proceed is anticipated to be issued on 5th day of October. The project shall be substantially completed within seventy-five (75) working days. All work under the contract shall be completed by May 31, 2027, subject to any extensions of time which may be granted by the City Council. Final completion shall be achieved within 30 calendar days after certified substantial completion, which includes seeding and punch list items.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be assessed for each calendar day that work on the contract remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Separate liquidated damage assessments may be made for each of the two completion dates.

CONTRACT PAYMENTS

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. Final payment will be made not less than thirty-one (31) days after acceptance by resolution of the City Council of the completed improvement, 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.

CONTRACT DOCUMENTS

A copy of said plans, specifications, form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Clinton City Hall, 611 South 3rd Street, Clinton, Iowa.

Complete project bidding documents are available at the City of Clinton Engineering Department at City Hall, with a deposit of Two Hundred Fifty Dollars (\$250.00) per set. This deposit shall be refunded upon return of the contract documents within fourteen (14) calendar days after award of the project. If the contract documents are not returned in a timely manner and in a reusable condition, the deposit shall be forfeited. Please make your check payable to the City of Clinton, Iowa and send to Engineering Department, City Hall, 611 South 3rd Street, Clinton, IA 52732. Please contact by phone at 563.244.3423 with any questions.

PREFERENCE OF PRODUCTS

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.

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.

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.

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 City of Clinton, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract.

Bid security in the amount of five percent (5%) of the bid amount shall be provided as security that the bidder whose proposal is accepted will enter into a contract for the above, and will provide the required bonds, with sureties to be approved by the City Council, which respective sum will be retained by the said City as agreed liquidated damages in case the successful bidder fails to enter into a contract within ten (10) calendar days after award of the contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance.

A bidder may submit 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 of Clinton **AND** make sure the City has received your bid security **PRIOR** to the bidding deadline.

Bids are to be submitted on a bid form at <https://cityofclintoniowa.ionwave.net>. The bid shall contain no condition except as provided in the specifications. Bid Security will need to be an original physical copy hand delivered to City Hall, 611 South 3rd Street, Clinton, Iowa, by 2:00 p.m. on the 18th day of August, 2026.

The City of Clinton reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

PERFORMANCE, PAYMENT, AND MAINTENANCE PERIOD

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.

SALES TAX EXEMPTION

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Clinton, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract. The Contractor also must file appropriate Chapter 573 claim/lien waivers before final payment will be released.

The City of Clinton 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.

Posted by the order of the City of Clinton, Iowa.

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