

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF DOWNTOWN CROSSWALK RECONSTRUCTION, IN AND FOR THE CITY OF CRESCO, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals for the Downtown Crosswalk Reconstruction project, as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Cresco, Iowa, subject to the conditions contained herein, must be filed with the City Clerk of the City of Cresco, Iowa, at the City Clerk's office in City Hall, 130 North Park Place, Cresco, Iowa, 52136 before 2:30 o'clock p.m. on the 6<sup>th</sup> day of April, 2023.

Sealed proposals will be opened and bids tabulated at 2:30 o'clock p.m. on the 6<sup>th</sup> day of April, 2023, in the City Clerk's office by the City Clerk or designee for the City Council's consideration at its meeting at 5:30 o'clock p.m. on the 17<sup>th</sup> day of April, 2023, and will be acted upon at such time or at such later time as may then be fixed. A public hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements at 5:30 o'clock p.m. on the 17<sup>th</sup> day of April, 2023 in the City Council chambers in City Hall, 130 North Park Place, Cresco, Iowa, 52136, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for the construction of Downtown Crosswalk Reconstruction including, but not limited to the following:

Remove existing sidewalk, crosswalk, granular base and concrete curb and gutter on North Elm Street from 1<sup>st</sup> Avenue to 3<sup>rd</sup> Avenue. The project will reconstruct the existing sidewalks, crosswalks, and pedestrian ramps to meet Americans with Disabilities Act standards.

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 Cresco, 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 penal sum of 5% of bid amount 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 with corporate surety satisfactory to the City of Cresco. The bid shall contain no condition except as provided in the specifications.

The bid security shall be made payable to the Treasurer of the City of Cresco, Iowa.

The bid security shall be forfeited to the Owner in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the Owner insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the bids are opened.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. 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.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City of Cresco 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 City.

The Contractor shall commence work after the Notice to Proceed is issued and shall finally complete all items on or before October 17, 2023. The Notice to Proceed is anticipated to be issued in May 2023.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment 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 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 the City of Cresco 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 Cresco 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.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co., and may be examined by the bidders.

