

## NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF 11<sup>TH</sup> PLACE FROM 7<sup>TH</sup> AVENUE TO 6<sup>TH</sup> AVENUE AND FROM HARTS AVENUE TO WASHINGTON BOULEVARD FOR THE CITY OF CAMANCHE, IOWA

Sealed proposals will be received by the City Clerk of the City of Camanche, Iowa, in City Hall, 818 7<sup>th</sup> Avenue, Camanche, Iowa 52730 until 11:00 A.M. on the 30<sup>th</sup> day of May, 2025, for the construction of 11<sup>th</sup> Place from 7<sup>th</sup> Avenue to 6<sup>th</sup> Avenue and from Harts Avenue to Washington Boulevard, as described in the plans and specifications therefor, now on file in the office of the City Clerk.

Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above.

Also, at 6:00 P.M. on the 3<sup>rd</sup> day of June 2025, the City Council of said City will, in said Council Chambers, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

11<sup>th</sup> Place from 7<sup>th</sup> Avenue to 6<sup>th</sup> Avenue and from Harts Avenue to Washington Boulevard Improvement

Construct said project including all labor, materials and equipment necessary to mill existing road and patches and construct 2.5" HMA overlay street pavement project including approximately 2,790 SY of hot mix asphalt street pavement, driveway removal and replacements, pavement markings, testing, manhole and water valve adjustments, mobilization, traffic control and miscellaneous work, including cleanup. Miscellaneous work shall include, but is not limited to, grading and seeding of Right of Way and all other grass areas disturbed during the project.

All proposals in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said letting. Each proposal shall be sealed and plainly identified.

Each proposal shall be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a 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, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

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The bid security should be made payable to the CITY OF CAMANCHE, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

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.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

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.

The work will commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed no later than August 15, 2025.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain 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.

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.

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Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) 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 approximately 10 days prior to the first Tuesday of the following month by the Contractor. The City reviews and approves estimates on the first Tuesday of the 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. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, 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 City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

This notice is given by order of the Council of the City of Camanche, Iowa.

CITY OF CAMANCHE, IOWA

Austin Pruett, Mayor

ATTEST:

Toni L. Schneider, City Clerk

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