

**NOTICE TO BIDDERS**  
**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT,**  
**CITY OF OSKALOOSA, IOWA**

Notice is hereby given that sealed bids will be received at the Office of the City Clerk of the City of Oskaloosa, Iowa located in City Hall, 220 South Market Street, in said City, until **11:00 A.M., Local Time, Friday, May 8, 2020** for the 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project, and as described in the plans and specifications now on file in the Office of the City Clerk. Each proposal shall be sealed in an envelope marked "Proposal for 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project, Oskaloosa, Iowa."

Sealed proposals will be opened and bids tabulated at a public meeting, presided over by the City Manager or his designee, in the **2nd Floor Council Chambers, City Hall, at 11:00 A.M., Local Time, on Friday, May 8, 2020.** Bids will be acted upon by the City Council at the public hearing which is to be held at 6:00 P.M. on Monday, May 18, 2020 in the 2nd Floor Council Chambers, City Hall.

Copies of said contract documents are available online at [www.oskaloosaiowa.org](http://www.oskaloosaiowa.org) or [www.mbi.build](http://www.mbi.build) and at the office of the City Clerk of Oskaloosa for examination by the public. Construction documents for private use may be obtained from the Engineering Division of the Public Works Department at 220 South Market, Oskaloosa, Iowa, upon deposit of thirty dollars (\$30.00) for each set; which is refundable upon receipt of the plans and specifications if the construction documents are returned in good condition within fifteen (15) days from the date of letting. A non-refundable postage and handling fee of \$15.00 will be added for each set of plans and specifications to be mailed. Special arrangements must be made for overnight mail delivery.

**GENERAL PROJECT DESCRIPTION**

The general nature of the work on which bids are requested includes all work associated with the construction of concrete pavement.

Work may commence at any time after award, approval of contract and performance bond, and receipt of the Notice to Proceed. It is anticipated that the Notice to Proceed will be issued on or around **June 29, 2020.** The work on this project shall be fully completed, as described in the Plans and Specifications, in **35 working days.**

Liquidated damages in the amount of Seven Hundred Dollars (\$700.00) per day will be assessed for each calendar day that the Contractor does not comply with the completion provisions with due allowance for extension of the contract period due to conditions beyond the control of the Contractor. Charging of working days will begin on the date the Contractor has started work, or on the date specified in the Notice to Proceed, whichever is earlier.

**OTHER PERTINENT INFORMATION**

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 10% of the amount of the bid. 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.

By virtue of statutory authority; preference will be given to products and provisions grown and produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

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.

The contractor shall NOT include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free. Iowa Construction Sales Tax Exemption Certificates will be issued by the City which will authorize suppliers of building materials to sell materials exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax to the entity listed on the certificate. Upon award of the contract, the successful contractor will be required to provide project information on the contractor, and each subcontractor and supplier requiring the exemption certificates. The contractor will maintain records identifying the sales tax exempt materials purchased and will maintain records verifying the use of said materials on said improvement.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals which in the opinion of the City Council is deemed to be in the best interest of the City. The City of Oskaloosa 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.

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 the City of Oskaloosa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the City of Oskaloosa from claims and damages of any kind caused by the operations of the contract. The guaranteed maintenance period for this project shall be two years.

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 (95%) 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.

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.

This Notice is given by authority of the City of Oskaloosa, Iowa.

Dave Krutzfeldt, Mayor  
City of Oskaloosa, Iowa

ATTEST:

Amy Miller, City Clerk  
City of Oskaloosa, Iowa

Posted upon order of the City Council of Oskaloosa, Iowa, between April 7 to April 25, 2020

