

## NOTICE TO BIDDERS

### W. NORTH AVENUE TRAIL PROJECT NORWALK, IOWA

**Sealed bids for the work comprising of the improvements as stated below must be filed before 2:00 PM on the 8th day of September, 2016, in the office of the City Clerk at City Hall, 705 North Avenue, Norwalk, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.**

Sealed proposals will be opened and tabulated at **2:00 PM on the 8<sup>th</sup> day of September, 2016**, in the office of the City Clerk at City Hall, 705 North Avenue, Norwalk, Iowa for consideration by the City Council at its meeting on **September 15, 2016**. Consideration of the award of contract would subsequently occur by the Norwalk City Council at the same meeting, at **6:00 P.M. on the 15th day of September, 2016** at City Hall, presided over by the Mayor.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council, and be completed as stated below.

The Work will include but is not limited to the following improvements:

#### **W. NORTH AVENUE TRAIL PROJECT**

Construct W. North Avenue Trail Project including all labor, materials and equipment necessary to construct approximately 1,650 square yards of 6-inch PCC shared use paths, 150 square yards of 6-inch PCC driveway, excavation, backfill, surface restoration, sodding, erosion control, testing, mobilization, traffic control and miscellaneous work, including cleanup.

Copies of the bid documents including project drawings and technical specifications will be on file starting August 24, 2016 and may be inspected at the office of the City Clerk at City Hall, 705 North Avenue, Norwalk, Iowa. A complete set of bid documents, including the Plans and Specifications, may be obtained from the Engineer, Veenstra & Kimm, Inc., 3000 Westtown Parkway, West Des Moines, IA 50266, 515-225-8000.

All bids must be filed at City Hall on or before the time herein set. All bids shall be made on forms furnished by the City and obtained from Veenstra & Kimm, Inc. 3000 Westtown Parkway, West Des Moines, IA 50266, 515-225-8000 and must be enclosed in a separate sealed envelope and plainly identified.

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 Norwalk, 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 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 City of Norwalk. The bid shall contain no condition except as provided in the specifications.

The Certified Check, Certified Share Draft or Cashier's Check may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance bonds or provide an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the City.

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No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

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 Norwalk 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 Norwalk 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 four years from and after acceptance of the contract.

**All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Norwalk, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.**

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, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate. 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 City 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. The balance due the Contractor will be paid, subject to the conditions and in accordance with the provisions of Chapters 26 and 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 project shall be fully completed including final surface restoration by November 18, 2016. Failure to complete the work under the specified schedule will result in liquidated damages of \$500.00 per calendar day until the project is complete.**

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.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

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.

The City of Norwalk 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 Norwalk, Iowa, on this 24<sup>th</sup> day of August, 2016.

**CITY OF NORWALK, IOWA,**

By: Jodi Eddleman

Title: City Clerk

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