

NOTICE TO BIDDERS

CITY OF MONTICELLO, IOWA **PUBLIC IMPROVEMENT PROJECT**

Sealed bids for the work comprising the improvement as stated below must be filed before **10:00 A.M.** according to the clock in the office of the **Monticello City Clerk** on **Wednesday, May 3rd, 2017**, in the office of the **Monticello City Clerk, Monticello City Hall, 200 East First Street, Monticello, 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 bids tabulated at **10:00 A.M.** on **Wednesday, May 3rd, 2017**, in the **Monticello Renaissance Center** for consideration by the **Monticello City Council** at its meeting on **Monday, May 15th, 2017**.

The work under the contract shall commence on or after the date specified in this written “Notice to Proceed” but not prior to June 12, 2017. Between June 12th and July 14th only sidewalk and curb related work shall be allowed (i.e. no pavement scarification, patching or HMA related work shall be allowed). All areas within the construction limits are to be open and construction is prohibited on and between July 15th and July 23rd. The Late Start date shall be August 14, 2017. The Contractor shall fully complete the project within eighty (80) Calendar Days of the earlier of either the work beginning onsite or the Late Start date. Calendar days will begin to be charged from the earlier of when the contractor begins work onsite or the late start date. Calendar Days will not be charged on and between July 15th and July 23rd. Applicable warranties required by the Contract Documents shall commence at the end of the eighty (80) calendar days.

Contract Documents

The contract documents are available with the Monticello City Clerk and may be examined at the Monticello City Hall, 200 East First Street, Monticello, Iowa. Copies of the project documents may be obtained from Snyder & Associates, Inc. 5005 Bowling Street SW, Suite A Cedar Rapids, Iowa upon payment of \$100 deposit. Deposit shall be refundable upon return of the contract documents in a reusable condition within 14 days after the award of the project. Electronic contract documents are available at no cost by clicking on the “Bids” link at www.snyder-associates.com and choosing H.M.A. Resurfacing from the list. Project information, Engineer’s cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

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.

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.

General Nature of the Public Improvement

THE H.M.A. RESURFACING includes furnishing all labor, materials, and equipment necessary for the construction of ADA sidewalk ramps, more than 16,100 SY of mill and asphalt overlay, 360 SY of sidewalks and ramps and other miscellaneous work associated with construction projects.

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 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 (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.

The *City Council, City of Monticello, Iowa* 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 Council, City of Monticello, Iowa* 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 Monticello, Iowa* 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.

The *City Council, City of Monticello, Iowa*, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

The Contractor shall fully complete the project within eighty (80) Calendar Days of the earlier of either the work beginning onsite or the Late Start date. Calendar days will begin to be charged from the earlier of when the contractor begins work onsite or the late start date. Calendar Days will not be charged on and between July 15th and July 23rd. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$750 per calendar day will be assessed for work not completed within the designated contract term.

The City Council, City of Monticello, Iowa 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 jurisdiction.