

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
JURISDICTION OF *CITY OF EPWORTH* PUBLIC IMPROVEMENT PROJECT
CENTENNIAL PARK PARKING LOT IMPROVEMENTS PROJECT
EPWORTH, IOWA

Notice is hereby given that a public hearing will be held by the *City of Epworth, Iowa* on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00, P.M. on January 11, 2023, in said *City Hall, 191 Jacoby Drive East*, for the *Centennial Park Parking Lot Improvements Project*.

Sealed bids for the work comprising each improvement as stated below must be filed before 1:00 P.M. according to the clock of the *City of Epworth Council Chambers* on January 11, 2023, in the office of the *City Clerk, 191 Jacoby Drive East*. 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 1:00, P.M. on January 11, 2023, in the *City Hall, 191 Jacoby Drive East* for consideration by the *City of Epworth, Iowa* at its meeting on January 11, 2023, at 6:00 P.M., in said *City Hall, 191 Jacoby Drive East*.

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

Copies of the contract documents are available from the *Burrington Group, Inc., 105 West Main Street, Manchester, IA 52057, phone 563-927-2434*. Copies will be provided with no deposit on request in either paper or digital (pdf) format.

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 kinds and approximate quantities of materials and types of construction for which bids will be received shall be as follows:

Base Bid (PCC paving)

Excavation, CL-10 (waste) 300 C. Y.; 6" P.C.C. Pavement, 3,230 S.Y.; 5" P.C.C. Sidewalk, 42 S.Y.; Special Backfill 500 Ton; Striping, 1 L.S.; seeding; erosion control; and miscellaneous related construction and appurtenances.

Alternate Bid (HMA paving)

In lieu of 6" P.C.C. Pavement - HMA Surface Course (2"), 400 Ton; HMA Intermediate Course (3"), 600 Ton

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 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.

The City of Epworth, Iowa reserves the right to defer acceptance of any bid for a period of forty-five (45) 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 City of Epworth, 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 City of Epworth, 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 two years from and after acceptance of the contract.

The City of Epworth, 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 work under the Contract shall be fully completed and ready for operation within 30 consecutive calendar days after commencing construction. Construction cannot start until after July 15, 2023 and shall be completed no later than October 31, 2023.

Should the contractor fail to complete the work in this timeframe, liquidated damages of \$600.00 per calendar day will be assessed for work not completed within the designated contract term.

The City of Epworth, 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.

This Notice is given by authority of the City of Epworth, Iowa

Janet Berger, City Clerk
City of Epworth, Iowa