

## **NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING**

### **Story City North Park Phase 3 Improvements**

Jurisdiction of City of Story City, Iowa Public Improvement Project

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the City of Story City on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **7:00 PM** on **April 19th, 2021**, in the **City Council Chambers at 504 Broad Street, Story City, Iowa, 50248** for the **Story City North Park Phase 3 Improvements**.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising each improvement as stated below must be filed before **2:00PM** according to the clock in said **City Council Chambers** on **April 15, 2021**, at the reception desk in **City Hall at 504 Broad Street, Story City, Iowa, 50248**. 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.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **2:00PM** on **April 15, 2021**, in said **City Hall at 504 Broad Street, Story City, Iowa, 50248** for consideration by the City of Story City at its meeting on **April 19th, 2021**, in the **City Council Chambers at 504 Broad Street, Story City, Iowa, 50248**, at **7:00 PM**. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Commencement of Work**

Work on the improvement shall be commenced on the date identified on the written Notice to Proceed. Work shall commence after June 7, 2021, and be completed as stated below in the Completion of Work Section.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the **City Clerk** and may be examined at City of Story City **City Hall, 504 Broad St, Story City, Iowa, 50248**.

An electronic copy of the Contract Documents is available at [www.QuestCDN.com](http://www.QuestCDN.com) or [www.msa-ps.com](http://www.msa-ps.com) under Bidding. Downloads of the Contract Documents require the user to register for a free membership for no cost. Project information, estimated total cost, and planholder information is #available for no cost at the same link. Reference number #**7643110**.

Paper copies of the Contract Documents are available from MSA Professional Services, Inc., **1555 SE Delaware Ave, Suite F, Ankeny, Iowa, 50021**, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call **515-964-1920** in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, 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.

**Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

### General Nature of the Public Improvement

#### STORY CITY NORTH PARK PHASE 3 IMPROVEMENTS

*Improvements to the North Park area will include but are not limited to: Relocating a park shelter, installation of playground equipment purchased by owner, installation of poured in place rubber surfacing and associated earthwork preparation, construction of trail throughout area, rehabilitation of existing equipment, installation of area light and base, associated storm sewer and subdrain installation.*

*Rough quantities of the improvements include, approximately 980LF of storm sewer and subdrain installation, 670SY of concrete trail and pavement, approximately 5,800SF of poured in place rubber surfacing, relocation of 1 existing shelter, installation of playground equipment provided by owner as identified in the project plans.*

### Bid Security

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 of **five percent (5%)** of the amount of the bid, as 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 Story City 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.

### Performance, Payment, and Maintenance Bond

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 Story City 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 Story City 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 (4)** years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be **four (4)** years.

### Title VI Compliance

The City of Story City, 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.

### Payment

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

### Sales Tax Exemption

The City of Story City will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor also must file appropriate lien waivers before final payment will be released.

### Completion of Work

The Contractor shall substantially complete the project in (no later than) **April 1, 2022**. Substantially complete shall be defined as all utility and grading construction being completed, with the **new infrastructure being installed, tested and put into service including the paving, playground equipment, and surfacing except permanent seeding**. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the project in (no later than) **May 1, 2022** after the project has been substantially completed. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The City of Story City does hereby reserve the right to reject any or all bids and to waive informalities.

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

Consulting Engineer  
MSA Professional Services, Inc.  
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Ankeny, Iowa 50021  
Andrew Inhelder, PE  
515-964-1920