

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF "PCC PAVEMENT IMPROVEMENTS ON HICKORY AVENUE" PROJECT, IN AND FOR MITCHELL COUNTY, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the County Auditor of Mitchell County, Iowa, at the Auditor's office in the Mitchell County Courthouse, 212 S. 5th Street, Osage, Iowa, until 2:00 o'clock p.m. CDT on the 17th day of March, 2022 for:

Construction of "PCC Pavement Improvements on Hickory Avenue", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the County Auditor, Mitchell County, 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.

Proposals received will be opened, read aloud, tabulated, and referred to the Board of Supervisors for consideration at a meeting beginning at 9:00 a.m. on the 22nd day of March, 2022 in the Board of Supervisors Room, Mitchell County Courthouse, 212 S. 5th Street, Osage, Iowa. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for the construction of PCC Pavement Improvements including, but not limited to the following:

Clearing and grubbing, embankment-in-place, excavation, topsoil strip, salvage and spread, subbase, PCC pavement, granular shoulders, longitudinal subdrain and outlets, pavement removal, traffic control, driveway and entrance construction, pavement markings, seeding, mulching, fertilizing rural and native grasses, erosion control items, and miscellaneous associated work, including cleanup.

The Proposal shall be made out on the form furnished by Mitchell County and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 10% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 10% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 10% of bid amount.

The bid security shall be made payable to the County Auditor of Mitchell County, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the County as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the County insuring the faithful fulfillment of the contract and the maintenance of said work, if required,

Notice of Hearing and Letting

pursuant to the provisions of this notice and the other contract documents. The County will accept bid bond forms that meet the requirements of Iowa Code section 26.8.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the Board of Supervisors, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

Mitchell County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 the award.

The established DBE goal for this project is 0% of the total amount bid.

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

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 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.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work after the Notice to Proceed is issued and work shall be completed on or before August 20, 2021.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the County.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due

