

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF 2026-27 STREET RECONSTRUCTION PROGRAM - 2nd STREET FROM LINCOLN WAY TO N AVENUE, IN AND FOR THE CITY OF NEVADA, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Nevada, at the City Clerk's office in City Hall, 1209 6th Street, Nevada, IA 50201, until 2:00 P.M. on the 21st day of July, 2026 for:

Construction of "2026/27 Street Reconstruction Program – 2nd St from Lincoln Way to N Avenue", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Nevada, Iowa.

Proposals received will be opened, read aloud, tabulated, and referred to the City Council for consideration at 2:00 P.M. on the 21st day of July, 2026. Bids will be acted upon by the City Council at a meeting beginning at 6:00 p.m. on 27th day of July, 2026, in the Council Chambers at City Hall, 1209 6th Street, Nevada, IA 50201. Prior thereto, at said time specified above at the City Council Chambers in said City Hall, 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 new pavement and watermain, not limited to PCC or asphalt paving, curb and gutter, storm and sanitary structure replacement, new storm pipe, new driveway pavement, new sidewalk pavement, and new watermain and appurtenances.

The Proposal shall be made out on the form furnished by the City of Nevada 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 5% 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 5% 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 5% of bid amount.

The bid security shall be made payable to the City of Nevada.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the City 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 City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the

provisions of this notice and the other contract documents. The City 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 City Council, 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 thirty (30) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal 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 right is reserved, as the interest of the Owner may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

All work shall be completed on or before the 6th day of November, 2026 if contractor chooses to begin work in 2026; otherwise the completion date will be November 12th, 2027.

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 Owner.

The Contractor will be paid each month ninety-seven (97) 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 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 successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of FOUR (4) year(s) after completion and acceptance by the Owner.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co., and may be examined by the bidders.

Plans and specifications are available to download free of charge by clicking on the "Letting Info" link at www.whks.com and choosing this project from the list, eBidDoc 10250460 or at www.questcdn.com. Plans and specifications for private use may also be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1421 S Bell, Suite 103, Ames, IA 50010, for a refundable deposit of \$250. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited. Published upon order of the City Council of the City of Nevada.

City of Nevada

Attest: _____ /S/Erin Mousel
City Clerk