

## NOTICE TO BIDDERS

### PELLA COMMUNITY SCHOOL DISTRICT MIDDLE SCHOOL PARKING LOT IMPROVEMENTS PELLA, IOWA 2025

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 PM on February 18, 2025**, in the High School Conference Room, 212 East University, Pella, 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.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **2:00 PM on February 18, 2025**, in the High School Conference Room, 212 East University, Pella, Iowa for consideration by the School Board at its meeting at **5:30 PM Monday, February 24, 2025** in the High School Library, 212 East University Street, Pella, Iowa. The District may award a Contract at said meeting, or at such other time and place as shall then be announced. The Pella Community School District reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, but not before approval of the contract by the School Board and be completed as stated below. A Notice to Proceed is expected to be issued on or about **April 7, 2025**. The contract shall be fully completed and ready for final payment no later than **June 1, 2025**.

Liquidated damages in the amount of Seven Hundred Fifty Dollars (\$750.00) per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

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 form acceptable to the District, for the faithful performance of the contract, in an amount equal to one hundred percent 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, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a 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 District. The bid shall contain no condition except as provided in the specifications.

The bid security should be made payable to the Pella Community School District. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the District as damages in the event the successful bidder fails or refuses to enter into a contract within thirty (30) days after the award of contract and post bond satisfactory to the District 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.

Contract Documents. **Electronic project documents are available at no cost** at [www.gardenassociates.net](http://www.gardenassociates.net) by clicking the “Bidding Documents” link and choosing the PCSD – MIDDLE SCHOOL PARKING LOT IMPROVEMENTS – PELLA, IA – 2025 project. Project information, engineer’s cost opinion, and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. **Download delivery fee is \$0.00.** Paper copies of bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3<sup>rd</sup> Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **\$50.00**. A refund of **\$50.00** for plans and specifications will be made to those returning them in good condition within fourteen (14) days after the Notice of Award.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

General Nature of Improvement. The work generally consists of the following:

Reconstruction and expansion of the Pella Middle School parking lot: work included but is not limited to 407 LF of RCP storm sewer, 11,703 SY of PCC Pavement, pavement, sidewalk, and storm sewer removal, and miscellaneous associated work including cleanup. See Bid Proposal for complete list of quantities.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 423.3 (31). Bidder shall not include payment of Iowa sales tax in Bid. The District will provide a Sales Tax Exemption Certificate to Contractor. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

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.

All bidders must provide a statement regarding the bidder's resident status. This statement shall be on the Bidder Status Form designated by the Iowa Department of Labor commissioner and available online. The statement must be signed by an authorized representative of the bidder. Failure by any bidder to provide a completed statement with its bid may result in the District rejecting the bid as non-responsive.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the District. Before final payment is made, the Contractor shall file with the District lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the Pella Community School District on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsive, responsible bidder submitting the lowest acceptable bid. The Pella Community School District hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the Pella Community School District. One contract will be awarded for project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the School Board referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference.

This Notice is given by authority of the Pella Community School District.

**Elisa Klahsen, President**  
**Pella School Board**

***ATTEST:***

**Greg Ebeling, Superintendent**