## SOLICITATION FOR QUOTATION

## SOLICITATION FOR QUOTATION FOR 2025 PAVEMENT PATCHING, WAUKEE, IOWA

Quotations will be received by the City of Waukee, Iowa, hereinafter referred to as "Owner" or "City", at the Council Chambers at the City Hall, 230 W. Hickman Road, Waukee, Iowa 50263 until 2:00 P.M. on the 17<sup>th</sup> day of July, 2025.

It is expected the City will accept a quotation or reject all quotations at the City Council meeting on July 21, 2025 at 5:30 P.M.

The work to be done at the locations shown on the plans includes all labor, materials and equipment necessary to construct approximately 1,360 square yards of pavement removal and replacement, traffic control and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, and form of contract now on file in the office of the City Clerk of Waukee, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All quotations shall be submitted to the City Clerk of said City on or before the time herein set for receipt of quotations. All quotations shall be made on official documents furnished by the City, and any alterations in the official form of quotation will entitle the Council, at its option, to reject the quotation involved from consideration. Each quotation shall be sealed and plainly identified.

The Contractor submitting the successful quotation will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The Contractor will be paid ninety-seven percent (97%) of the Owner's final estimate of the value of acceptable work completed. Final payment will be made not earlier than thirty-one (31) days after completion of the work and acceptance by the Owner. No such final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in the final estimate have been paid for in full.

The work will commence within ten (10) days after written Notice to Proceed and shall be completed by November 21, 2025.

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The duration of the work is critical to the project so as to minimize the disruption associated with the project to the public. Damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each day that the project is not completed after November 21, 2025 at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. At the option of the City, damages may be deducted from any retainage prior to release, the final payment to contractor, or through the commencement of a cause of action by the City, in the City's sole discretion. The selection by the City of any particular course of action hereunder is not exclusive and shall not preclude the pursuit of additional remedies by the City. In the event the City institutes legal proceedings, the Contractor shall be responsible for any and all attorney's fees and expenses.

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.

Bid security or bid bond not required.

Contractors submitting quotes shall submit unit and lump sum prices for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

Quotes will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

In the event of discrepancies between unit prices and unit price extensions listed in quote, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis or corrected extensions of the unit prices.