

New Hampton Municipal Utility

New Hampton Municipal Utility, New Hampton, Iowa

Fiber Construction Project

NOTICE TO BIDDERS

Sealed bids for the construction of the **Woodland Fiber Expansion Construction Project** will be received by the New Hampton Municipal Utility, New Hampton, Iowa at the office of the Utility **General Manager at 112 E Main St, New Hampton, Iowa 50659**. All proposals shall be received before **1:00 p.m.** local time on **December 2, 2025**. Bids will be opened at **2:00 p.m.** local time on **December 2, 2025**, in the conference room at the New Hampton Municipal Utility building located at **112 E Main St, New Hampton, Iowa 50659** by the Utility General Manager, or his designee. Bids received after the deadline for submission of bids as stated above herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the New Hampton Municipal Utility Board of Trustees at its meeting at 112 E Main St, New Hampton, Iowa 50659 on **December 08, 2025 at 5:00 p.m.** local time. At this time the Board may act on the proposals submitted or at such other time and place as may then be fixed.

The extent of the work on this project is the furnishing of all labor, equipment, and materials for the construction of the project, which includes but is not limited to the following.

1. **Outside Plant (OSP)- One Project.** Outside Plant construction of the fiber optic cables and associated equipment. This will include replacement of areas disturbed to as close to original condition as possible. Example: Grass seeding where area is disturbed and following all permitting requirements.

The Owner will receive and consider bids on the Project and will award one (1) contract. The award of the contract will be made to the lowest responsive, responsible bidder, based on the BID Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the Owner reserves the right to award the contract as it deems to be in the best interests of the Owner.

All bids shall be made on the contract forms furnished by the Owner and shall be filed on or before the time herein set, in a sealed envelope addressed to the General Manager of New Hampton Municipal Utility of New Hampton, Iowa, clearly stating that the envelope contains a bid for the OSP project. All Bidders must submit and sign the Bid Proposal Contracts forms included with the Specifications. All attachments included in the contracts shall be signed and submitted with the Bid Package.

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

Each bid shall be accompanied by bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5%) percent of the total amount for OSP bids. A bid bond must be on a form provided with the Contract Documents. The Certified Check or Cashier's check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to New Hampton Municipal Utility, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid Security shall be furnished in accordance with Instructions to Bidders. The Certified Check, Cashier's check, or Certified Share Draft may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damage if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of its proposal by resolution by the Owner. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after the successful bidder is determined or within 30 days, whichever is sooner.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

OSP Contract. Payment to Contractor will be made in monthly payments as progress invoices are submitted to the Owner per the contract requirements. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. The retainage payment will be released following acceptance of the project and in accordance with the provisions stipulated in the Iowa Code.

Payments by Owner. The Owner has a regular monthly meeting on the second Monday of each month. Invoices shall be submitted according to a schedule sent out by the Consulting firm which will allow for the Consultant to review the invoices before submitting to the Owner for review and final approval and payment. Such monthly or Percentage based payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after completion and final

acceptance of the improvement” as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid or in accordance with the requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractors(s) shall provide waivers of Iowa Code Chapter 573 claims.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100%) percent of the Contract Price. Said Bond shall be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and maintenance of said improvements in good repair for not less than one (1) year from the date of Substantial Completion.

The successful Bidder will be required to provide Payment Bonds as provided in the specifications. All Bonds are subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued. The Notice to Proceed is anticipated to be issued upon approval of the contract and bonds by the Owner. The work shall be substantially completed on or before June 26, 2026, and completed and ready for final payment in accordance with the general conditions on or before July 10, 2026. Failure to meet either the Substantial Completion date or Final Completion date will result in liquidated damages of \$1,000 per calendar day for the OSP contract.

The Issuing Office for Bidding Documents is: FARR Technologies, 2601 S. Minnesota Avenue, Suite 105-256, Sioux Falls, SD 57107, via the Project Engineer’s contact information (Zane Brandt – Zane.Brandt@FARRtechnologies.com).

Complete digital project Bidding Documents and Contract Documents and Specifications are available by contacting Zane Brandt at Zane.Brandt@FARRTechnologies.com .

The Owner hereby reserves the right to reject any or all bids, to waive informalities and irregularities, and to enter into such contracts as it may deem to be in the best interests of the Owner.

To the extent required by Iowa Law, a resident bidder shall be allowed a preference as against a non-resident 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 of 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 Bidder Status Form may result in the proposal being deemed nonresponsive and rejected.

Published by order of the New Hampton Municipal Utility Board of Trustees of New Hampton, Iowa.

Owner: New Hampton Municipal Utility

By: Brian Quirk

Title: General Manager

Date: _____

(end of notice)