

## NOTICE TO BIDDERS

### **WATER DISTRIBUTION SYSTEM IMPROVEMENTS MALCOM, IOWA 2026**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M. on January 28, 2026**, in the office of the City Clerk, 305 3<sup>rd</sup> Street, City of Malcom, Iowa 50157.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **2:00 P.M. on January 28, 2026**, at City of Malcom, 305 3<sup>rd</sup> Street Malcom, Iowa 50157, for consideration by the City of Malcom at its meeting at **7:00 P.M. on February 2, 2026**. The City of Malcom reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvements shall be commenced after approval of the contract by the Council and on or before the Late Start Date of June 22, 2026, and as stated below.

Bid Security. Each bidder shall accompany its bid with bid security 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 City, 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 City. The bid shall contain no condition except as provided in the specifications.

Contract Documents. Electronic project documents are available at no cost at [www.gardenassociates.net](http://www.gardenassociates.net) by clicking the "Bid Documents" link and choosing the WATER DISTRIBUTION SYSTEM IMPROVEMENTS- MALCOM, IA project on the left. 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.** 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, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

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

Sanitary Sewer Service Stub, PVC, 4" and 6" - 100 LF; Water Main, Trenched, PVC, 2" - 20 LF; Water Main, Trenched, PVC, 4" - 65 LF; Water Main, Trenchless, RJ PVC, 6" - 2,120 LF; Water Main, Trenchless, RJ Ductile Iron with Nitrile Gaskets, 6" - 180 LF; Water Service Pipe, Copper, 1" - 10 LF; Water Service Pipe, Trenchless, PE, 1" - 500 LF; Water Service Pipe, Trenchless, PE, 2" - 150 LF; Water Service Corporation, 1" - 13 EA; Water Service, Corporation, 2" - 3 EA; Water Service Curb Stop and Box, 1" - 11 EA; Water Service Curb Stop and Box, 2" - 1 EA; Gate Valve, 2" - 1 EA; Gate Valve, 4" - 2 EA; Gate Valve, 6" - 9 EA; Fire Hydrant Assembly - 3 EA; Flushing Device Assembly - 1 EA; Fire Hydrant Adjustment - 1 EA; Fire Hydrant Assembly Removal - 3 EA; Valve Box Removal - 6 EA; Water Main Connection No. 1 - 1 LS; Water Main Connection No. 2 - 1 LS; Water Main Connection No. 3 - 1 LS; Water Main Connection No. 4 - 1 LS; Water Main Connection No. 5 - 1 LS; Water Main Connection No. 6 - 1 LS; Water Main Connection No. 7 - 1 LS; Water Main Connection No. 8 - 1 LS; Water Main Connection No. 9 - 1 LS; Removal of Sidewalk - 45 SY; Sidewalk, PCC, 4" Thick - 15 SY; Sidewalk, PCC, 6" Thick - 30 SY; Detectable Warnings - 28 SF; Pavement Removals - 200 SY; Driveway, PCC, 8" Thick - 30 SY; Granular Surfacing, 6" Thick - 75 TON; Remove and Replace Curb and Gutter, PCC, 3' Wide - 20 LF; Temporary Traffic Control - 1 LS; Seeding, Fertilizing, and Mulching, Type 1 Mixture - 1 LS; Mobilization - 1 LS.

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: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. "Jurisdiction" will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt 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-seven percent (97%) 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.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the "Jurisdiction". Before final payment is made, the Contractor shall file with the "Jurisdiction" 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.

Liquidated damages in the amount of **Seven Hundred Fifty Dollars (\$750.00)** per consecutive 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.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Malcom 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 responsible bidder submitting the lowest acceptable bid. The City of Malcom 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 City of Malcom. A bidder shall not withdraw its proposal for a period of sixty (60) calendar days after the date designated for opening of proposals.

Work under the proposed contract shall commence after issuance of the Notice to Proceed and on or before the Late Start Date of June 22, 2026. Work shall be completed in sixty (60) Working Days.

This Notice is given by authority of the City of Malcom, Iowa.

**Dawn Hamilton, Mayor**  
**City of Malcom, Iowa**

***ATTEST:***

**Mary Brannian, City Clerk**