

NOTICE TO BIDDERS

NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF **CHEROKEE (BEECH STREET) LIFT STATION RELOCATION** PROJECT FOR THE CITY OF CHEROKEE, IOWA

Sealed proposals will be received by the City Clerk of the City of Cherokee, Iowa, in the Council Chambers at City Hall, 416 W. Main Street, Cherokee, Iowa, until 11:00 A.M. on the 11th day of June 2026, for the construction of the **Cherokee (Beech Street) Lift Station Relocation** project as described in the plans and specifications therefore, now on file in the office of the City Clerk.

Proposals will be opened, and the amount of the bids announced by the City Clerk at the time and date specified above.

Also, at a meeting starting at 6:00 P.M. on the 16th day of June 2026 in the Council Chambers at City Hall or at such time, date and place as then may be fixed; the Council will act upon proposals for the construction of said improvements.

The location and description of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

CHEROKEE (BEECH STREET) LIFT STATION RELOCATION

Project is located in an area bounded on the north by Elm Street, the east by Reddington Avenue, the south by East Beech Street, and the west by South 2nd Street.

Project includes all labor, materials, and equipment necessary to construct approximately 927 LF of 30" sanitary sewer main, 240+ LF of sanitary main (8"-24"), 540+ LF of 16" force main, 1 insertion valve, approximately 10 sanitary sewer manholes, new lift station, demolition of existing lift station and other miscellaneous associated work, including cleanup.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the City Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a 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, in an amount equal to 5% of the bid, or (2) 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 the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

The bid security should be made payable to THE CITY OF CHEROKEE, IOWA. 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 City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 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 other contract documents. Bidders shall use the bid bond form included in the specifications.

The Cherokee (Beech Street) Lift Station Relocation project is funded in part by federal funds provided by the department of Housing and Urban Development through the Community Development Block Grant Program which requires compliance with certain federal regulations. More information is provided in the specifications for this project.

Pursuant to Chapter 73 of the Code of Iowa, out of state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference out of state competitors receive in their own states. Such preference may be (a) strict preference, (b) reciprocal preference, or combination preference and reciprocal. Application for such preference will be extended for any "public improvement" as defined in Chapter 73A.1 of the Code of Iowa.

By virtue of statutory authority, a 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.

The City reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of letting.

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 City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa 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 to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work 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 as required by the specifications after its completion and acceptance by the City Council.

It is anticipated Notice to Proceed will be issued by July 1, 2026. All work shall be completed no later than July 1, 2027. Once Contractor begins work on the project, work shall progress in a continuous manner until completed.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Cherokee with proof of said compliance.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-seven (97) percent of the contract value of the work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about thirty (30) days thereafter. Final payment will not be made sooner than thirty (31) days following Final Acceptance of the Work by the City of Cherokee.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of One Thousand Dollars (\$1,000) per calendar day will be assessed for each calendar day that work on the total project, or portions of the contract where specific completion dates are specified or otherwise agreed to, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the

sole responsibility for the care and protection of the work, or the restoration of any damaged work except such damage as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Sergeant Bluff, Iowa, said plans and specifications and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk and may be examined at City Hall. The ENGINEER shall make available and distribute plans and specifications in accordance with Senate File 2389. Complete sets of the plans, specifications, and bidding documents may be obtained from ENGINEER at the ENGINEER'S office located at 203 Sergeant Square Drive, Suite B, Sergeant Bluff, Iowa 51054.

Electronic copies of the project documents will be available at www.QuestCDN.com. Downloads of the project documents require the user to register for a free membership at www.QuestCDN.com. Please contact QuestCDN.com for assistance with a free membership registration.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$50 for standard USPS mail delivery or normal UPS ground delivery. Any special shipping / mailing requests will be at bidder's cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

This notice is given by order of the Council of the City of Cherokee, Iowa.

CITY OF CHEROKEE

Tony Puffett, Mayor

ATTEST:

Sara Lucas, City Clerk