

NOTICE TO BIDDERS

EAST END WATER TOWER RECOATING MECHANICSVILLE, IOWA

Sealed proposals will be received by the City Clerk of the City of Mechanicsville, Iowa, at City Hall, 100 E. 1st Street, Mechanicsville, Iowa 52306, until 2:00 p.m. on the 9th day of July, 2026, for the construction of the East End Water Tower Recoating as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened at the Memorial Building, 102 N. John Street, and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the July 13th City Council Meeting or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council, and be completed as stated below.

The work will include but is not limited to the following improvements:

EAST END WATER TOWER RECOATING

Construct East End Water Tower Recoating including all labor, materials and equipment necessary for spot repair, cleaning, priming and painting of entire exterior; cleaning, priming and painting tower dry area including underside of roof, landings, hatches, and piping except where covered with insulation; removal of all coating on interior wet area including dome, hatches, weir box, ladder, and piping, surface preparation and applying new coating to all surfaces; structural and related work; welding and grinding; wet ladder repair, waste disposal; ground surface restoration, and miscellaneous associated work including cleanup for the 150,000 gallon East End Water Tower.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Rapids Reproductions at 319-354-5950 or email iowacity@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

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

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entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: 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 five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF MECHANICSVILLE, 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 bound in the specifications.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

In accordance with the requirements of the Iowa Department of Labor, all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

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.

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.

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

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of the hearing. No claims for compensable delay shall arise as the result of delay in the approval of award.

The successful bidder will be required to furnish a 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 two (2) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Mechanicsville, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

Work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. Project Scope 1 shall be completed, subject to any extensions of time, by October 30, 2026. Project Scope 2 shall be completed, subject to any extensions of time, by July 15, 2027.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work on Project Scope 1 remains uncompleted after October 30, 2026, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work on Project Scope 2 remains uncompleted after July 15, 2027, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing reasons

for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to Owner of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

Final payment of the remaining three percent (3%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

Prior to 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 as may be caused by agents or employees of the Owner.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Coralville, Iowa, which plans and specifications and the proceedings of the City Council referring to and defining said 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.

Posted by the order of the City of Mechanicsville, Iowa.

CITY OF MECHANICSVILLE, IOWA
Andrew Oberbreckling, Mayor

ATTEST:

Linda Coppess, City Clerk/Finance Officer

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