NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF WELL NO. 4 FOR THE CITY OF ROLAND, IOWA.

Sealed proposals will be received by the City Clerk of the City of Roland, Iowa, in the Council Chambers, City Hall, 120 North Main Street, P.O. Box 288, Roland, Iowa until 2:00 P.M. on the 24th day of November, 2026, for the construction of Well No. 4, as described in the plans and specifications therefor, 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 6:00 P.M. on the 2nd day of December, 2026, the City Council of said City will, in said Council Chambers, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The work to be done is as follows:

WELL NO. 4

Construct Well No. 4 including all labor, materials, and equipment necessary for the construction of a new well including well construction, pitless assembly, site work, well development/testing, and miscellaneous associated work, including cleanup. The project is located west of S Samson St and east of Bear Creek in the City of Roland, Iowa.

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

All proposals in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said letting. 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 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 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 five percent (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 five percent (5%) of the bid.

The bid security should be made payable to the CITY OF ROLAND, 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 15 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.

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.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

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 four (4) years after its completion and acceptance by the City Council.

The work will commence within ten (10) days after the date set forth in written Notice to Proceed. All work on the project shall be completed by June 30, 2027.

Liquidated damages in the amount of Five Hundred Dollars ($500.00) per consecutive calendar day will be assessed for each day that work remains uncompleted after the interim completion date and/or after the final completion date. Separate damage assessments may be made for each of the completion dates 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.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will prepare a partial payment estimate, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate at least five (5) days prior to the City Council meeting. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. 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.

Plans and specifications governing the construction of the proposed improvements, and also 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 in compliance therewith.

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 VEENSTRA & KIMM, INC., 6775 Vista Dr, West Des Moines, Iowa 50266 at no charge.

Notice to Bidders

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

CITY OF ROLAND, IOWA

Doug Sargent, Mayor

ATTEST:

Mellisa Mattingly, City Clerk