NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF WELLS NO. 29 AND 30 CONTRACT 1 – WELLS AND CONTRACT 2 – WELL HOUSES AND SITE IMPROVEMENTS PROJECT FOR THE CITY OF SHENANDOAH, IOWA

Sealed proposals will be received by the Water Superintendent of the City of Shenandoah, Iowa, at the Shenandoah Water Department, 609 W. Ferguson Rd., Shenandoah, Iowa 51601, before 2:00 P.M. on the 3rd day of November, 2026, for the construction of the Wells No. 29 and 30 Contract 1 – Wells and Contract 2 – Well Houses and Site Improvements 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, or the designee of the City Clerk, at the time, place and date specified above.

At 6:00 P.M. on the 10th day of November, 2026, in the Bricker Room of the Safety Center [Temporary location of City Council meetings]**,** 400 West Sheridan Avenue, Shenandoah, Iowa 51601, or at such time, date and place as then may be fixed, the City Council will act upon proposals and enter into a contract for the construction of said improvements.

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

WELLS NO. 29 AND 30

CONTRACT 1 – WELLS

Furnish all labor, materials and equipment necessary to construct two new wells to the Fremont Buried Channel to a depth of approximately 310 feet, surface restoration and miscellaneous associated work, including cleanup.

AND

CONTRACT 2 – WELL HOUSES AND SITE IMPROVEMENTS

Furnish all labor, materials and equipment necessary to construct two well houses, piping, electrical building, equipment and site improvements.

Bidders may submit a proposal for Contract 1 only, Contract 2 only or both Contract 1 and Contract 2.

The Wells No. 29 and 30 Contract 1 – Wells and Contract 2 – Well Houses and Site Improvements project is located in the 3600 block of 190th Street about 5 miles west of the City of Shenandoah.

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 Shenandoah, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the Water Superintendent 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 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 in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa chartered 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.

The bid security should be made payable to THE CITY OF SHENANDOAH, 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.

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; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States. The following waivers apply to this Contract: BABAA De Minimis, Small Grants, and Minor Components.

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

The City reserves the right to reject any and all bids, to waive informalities and technicalities 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 sixty (60) calendar days from the date of hearing.

On the basis of the bids received, the City Council may propose award for the contract. Final award will not be made until the proposed award is approved by the United States Department of Agriculture. It is anticipated that such approval will be made within thirty (30) days after application for approval of the proposed award. 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 bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by 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 (1) the faithful performance of the contract and the terms and conditions therein contained, and (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work on the contract shall be completed by November 15, 2027. Failure to complete the work under the specified schedule will result in liquidated damages of Five Hundred Dollars ($500.00) per day until project is completed.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Water Revenue Bonds or, which will be payable solely and only out of the future net revenues of the Municipal Water Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; and (4) cash proceeds of a USDA – RD Grant and Loan.

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. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his 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 him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain three (3) percent of the amount of each payment as provided in the Code of Iowa.

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.

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 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 in accordance with the provisions of the Code of Iowa.

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.

Plans and specifications governing the construction of the proposed improvements have been prepared by GREENWOOD CONSULTING LLC of Des Moines, 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.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from GREENWOOD CONSULTING LLC, 4139 Greenwood Drive, Des Moines, Iowa 50312 at info@greenwoodconsultingia.com or 515-577-3661 at no charge.

Published upon order of the Council of the City of Shenandoah, Iowa.

CITY OF SHENANDOAH, IOWA

Roger McQueen, Mayor

ATTEST:

Karla Gray, City Clerk