

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
JURISDICTION OF CITY OF FORT DODGE PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the City of Fort Dodge, Iowa (the "Owner") on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6 P.M. on the 24th day of January 2022, in said City Council Chambers located at 819 1st Avenue South, Fort Dodge, Iowa 50501 for the Ag Park Sanitary Sewer Air Release Valve Replacement Project.

Sealed bids for the work comprising each improvement as stated below must be filed before 10 A.M. according to the clock in the office of the City Clerk on the 18th day of January 2022, in the office of the City Clerk located at 819 1st Avenue South, Fort Dodge, Iowa 50501. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened, and bids tabulated at 10 A.M. on the 18th Day in January 2022, in the City Clerk located at 819 1st Avenue South, Fort Dodge, Iowa 50501 for consideration by the City of Fort Dodge at its meeting on the 24th day in January 2022.

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued and be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference.

A copy of plans, specifications, and form of contract, and estimated total cost in now on file in the office of the City Clerk and may be examined at the City Clerk Office at 819 1st Avenue South, Fort Dodge, Iowa 50501.

Plans and Bidding Documents will be available starting December 21st 2021. Paper copies of Plans and Bidding Documents and Contract Documents with Proposal forms may be obtained from McClure Engineering Company, 705 1st Avenue North, Fort Dodge, Iowa 50501, (Phone 515-576-7155) upon request. The request shall be accompanied by a certified check (made payable to McClure Engineering Company) in the amount of Fifty Dollars (\$50.00) for 11 by 17-inch Plans and Two Hundred. Payment will be refunded if the Plans and Documents are 1) returned within fourteen (14) days after the Award of the Project and 2) the Plans and Documents are in a reusable condition. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents at no cost by inputting Quest project number 8089138 on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

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.

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.

General Nature of the Public Improvement

This project includes all materials, equipment, transportation, and labor needed to complete the improvements as follows:

Ag Park Sanitary Sewer Air Release Valve Replacement – project includes removal and replacement of 10 manhole structure and the pair of air release valves that are contained within.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, 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 a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% 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 or a certified check drawn on an FDIC insured bank in Iowa or on an 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 Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Fort Dodge, Iowa reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Fort Dodge and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Fort Dodge from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The City of Fort Dodge, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall fully complete the project in (no later than) 30 calendar days. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$200 per calendar day will be assessed for work not completed within the designated contract term.

The City of Fort Dodge does hereby reserve 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 jurisdiction.

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

X

Title

ATTEST:

X

Title