

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

FORT DODGE COMMUNITY WATER INITIATIVE, PHASE 1
KENYON ROAD – HWY 169 TO TOWER DRIVE
CITY OF FORT DODGE, IOWA

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Fort Dodge, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Fort Dodge Community Water Initiative, Phase 1 Kenyon Road – HWY 169 to Tower Drive** project at its meeting at **6:00 P.M. on 12th day of January 2026**, in the City Council Chambers, 819 1st Avenue South, Fort Dodge, Iowa, 50501.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:00 A.M.** on the **18th day of December 2025**, in the office of the City Clerk, Fort Dodge City Hall, 819 1st Avenue South, Fort Dodge, IA 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.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:00 A.M. on the 18th day of December 2025**, in the Council Chambers in said Fort Dodge, City Hall, 819 1st Ave. S, Fort Dodge.

Bids will be considered by the City of Fort Dodge City Council at its meeting at **6:00 P.M. on the 12th day of January 2026**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced. The City of Fort Dodge reserves the right to reject any and all bids.

Commencement of Work

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

Contract Documents

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

Plans and Bidding Documents will be available starting **November 25th, 2025**. 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, IA, 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 One Hundred and Fifty Dollars (\$150.00) for 11 by 17-inch Plans and Two Hundred and Fifty Dollars (\$250.00) for 24 by 36-inch Plans. 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 **9959312** 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.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

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.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

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

Fort Dodge Community Water Initiative, Phase 1 Kenyon Road – Highway 169 to Tower Drive – project includes the installation of 1,172 LF of 12-in. water main in City of Fort Dodge right-of-way of Kenyon Road. The project also consists of associated connections, installation of new fire hydrants, seeding, utility protection and relocation, and other incidental work as described in the plans and specifications.

Bid Security

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 City of Fort Dodge, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount of 10% of the Bid, as fixed in the Instructions 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 City of Fort Dodge. The bid shall contain no condition except as provided in the specifications.

The City of Fort Dodge 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.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the 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 the 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 two years.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 97% of the work completed during a payment period, with the remaining 3% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Fort Dodge and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Fort Dodge will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project on or before **September 30, 2026**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the streets, driveways, and sidewalks fully open to traffic, so the project is ready for continuous service use by the Owner. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of One Thousand Five-Hundred Dollars (\$1,500.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project on or before **November 30, 2026**. Full completion for the overall project shall be defined as all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of One Thousand Five-Hundred Dollars (\$1,500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

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 City.

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

Dated at Fort Dodge, Iowa, this **24th day of November 2025**.

Title

ATTEST:

Title