

NOTICE TO BIDDERS
ELANCO WATER MAIN CONNECTION
JURISDICTION OF **CITY OF FORT DODGE, IOWA** PUBLIC IMPROVEMENT PROJECT

Sealed bids for the work comprising each improvement as stated below must be filed before **10:00 A.M.** according to the clock at the office of **City Clerk at City Hall** on **March 21, 2023**, in the office of the **City Clerk at City Hall**. 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 **10:00 A.M.** on **March 21, 2023**, in the **City Hall** for consideration by the **City of Fort Dodge, Iowa** at its meeting on **March 27, 2023**.

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

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 8395520 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

The Elanco Water Main Connection project is located just east of the Elanco facility within right of way of 5th Street NW, crossing under 5th Street NW to the east, and then continuing east to 2nd Street NW. Work proceeds south along 2nd Street NW to the intersection with 7th Avenue NW, heads east along 7th Avenue NW, and continues south along 1st Street NW ending at the intersection with 6th Avenue NW. The project includes the installation of 1,686 LF of 12-inch diameter PVC water main, 32 LF of 12-inch diameter DIP water main, 1,577 LF of 12-inch diameter trenchless water main, 64 LF of 12-inch diameter trenchless water main with steel casing, 44 LF of 8-inch diameter PVC water main, 40 LF of 6-inch diameter PVC water main, and associated appurtenances to create additional water supply to the Elanco facility. The project also includes the abandonment of existing water main on 1st Street NW and 2nd Street NW and the installation of new water services to connect to the new water main.

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 thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period. The bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

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, Iowa** 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, Iowa** 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 no later than **August 31, 2023**. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$1,000.00** per calendar day will be assessed for work not completed within the designated contract term.

The **City of Fort Dodge, Iowa** 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.

Published by the order of the City Council of _____, _____.

OWNER: CITY OF FORT DODGE, IOWA

By: _____
Mayor

ATTEST:

City Clerk