

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Board of Supervisors of Mills County, Iowa on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement in accordance with the provisions of Chapter 26.12, Code of Iowa, at its meeting at 10:00, a.m. on Tuesday, November 23, 2021, in the weekly Board of Supervisors meeting, for the Pony Creek Park Water Main Extension. Written comments may be filed or made prior to the meeting and will be recorded in the minutes.

General Nature of the Public Improvement

Work includes the installation of approximately 9,000 linear feet of 6-inch and 8-inch PVC water main, valves, hydrants, air released valves, water service lines, and other miscellaneous appurtenances and improvements as shown on the Drawings and described in the Specifications and Contract Documents

Sealed bids for the work comprising of each improvement as stated must be filed before 10:05 a.m. according to the clock of the office of the Board, 418 Sharp Street, Glenwood, Iowa 51534 on Tuesday, November 23, 2021. 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 and considered by the Board immediately after conclusion of the public hearing.

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

Copies of the contract documents are available from the Issuing Office: A&D Technical Supply Co. Inc., 4320 S 89th Street, Omaha, Nebraska, 68127, (402) 592-4950. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 a.m. to noon and 1 p.m. to 5 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at Lincoln Builders Bureau, Master Builders of Iowa, Omaha Builders Exchange; online at A&D Technical Supply Co. Inc. (www.adtechsupply.com); the office of the Board of Supervisors, on Mondays through Fridays between the hours of 9 a.m.. to 4 p.m. and the office of the Engineer, OLMSTED & PERRY CONSULTING ENGINEERS INC., 12100 W. Center Road, Suite 803, Omaha, Nebraska 68144, Jacob Zimmerer, PE, jakez@olmstedperry.com.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above. Bidding Documents are available for download or on compact disc (as portable document format (PDF) files) for a non-refundable charge of \$20.00 payable to "A&D Technical Supply Co. Inc." Alternatively, printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for the Bidding Documents. The refundable cost of printed Bidding Documents is \$50.00 per set, payable to "OLMSTED & PERRY CONSULTING ENGINEERS INC.", plus a non-refundable shipping charge. Refundable deposit shall be returned to the Bidder upon 1) receipt of the contract documents in good useable condition and 2) within 14 days after award of the project. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

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. The bidder's security shall be in the amount of 5% of the Contractor's bid amount, 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 Mills County Board of Supervisors 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.

To the extent allowed by Federal law and regulation, 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 county if that state or foreign county gives or requires any preference to bidders from that state or foreign county, 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 county. 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.

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 Mills County 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 Mills County 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 Work will be substantially completed on or before May 13, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 27, 2022. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$250.00 per calendar day will be assessed for work not completed within the designated contract term.

The Mills County, Iowa Board of Supervisors 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 Mills County Board of Supervisors.

Owner: Mills County, Iowa

By: Richard Crouch

Title: Chairman

Posted to Website of: Master Builders of Iowa

Construction Update Network
