

## NOTICE OF HEARING AND NOTICE TO BIDDERS

**NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND THE TAKING OF BIDS FOR THE 2022 LIFT STATION and FORCE MAIN, SAVAGE SANITARY DISTRICT WEBSTER COUNTY, IA.**

Sealed proposals will be received by the District's Engineer: MER Engineering Inc., 109 Regency West Court, Fort Dodge, IA 50501 until 3:00 PM local time on January 25, 2023 for the "2022 Lift Station and Force Main, Savage Sanitary District Webster County, Iowa" and work incidental thereto as described in the Plans and Specifications now on file with the District's Engineer, and the proposals will, at that time, be opened and read aloud. The District will review and act upon the bids received at a Public Hearing to be held on February 2, 2023 at 6:00pm in the Webster County Fairgrounds Building, 22770 Old Hwy #169, Fort Dodge, IA 50501 and to adopt the proposed plans, specifications, form of contract, and estimate of cost for the construction of said improvements, and at said Hearing any interested persons may appear and file objections thereto.

The work to be done under the proposed contract shall commence on written Notice to Proceed following award of such contract. The work shall be completed no later than November 31, 2023 or the bidder must pay as liquidated damages, the sum of Three Hundred dollars (\$300.00) for each calendar day that any work remains uncompleted beyond the completion date.

Plans and Specifications governing the construction of said improvements have been prepared by MER Engineering, Inc., 109 Regency West Court, Fort Dodge, Iowa and are on file for public examination at the Office of MER Engineering Inc. Said Plans and Specifications are hereby made a part of this Notice by reference, and the proposed Contract shall be executed in compliance therewith. All bids are to be submitted on the form provided in the Specifications.

Paper copies of the Plans and Specifications may be obtained from the office of MER Engineering Inc., 109 Regency West Court, Fort Dodge, Iowa 50501 for a deposit of \$100.00 for each set. This deposit will be refunded upon return of said Plans and Specifications in good reusable condition within fourteen (14) days after the project is awarded. An electronic copy, in PDF form, of the plans and specifications may be obtained without a deposit.

Each proposal shall be accompanied by a bid bond, cashier's or certified check, or a credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the proposal. If a bid bond is submitted, it must be on the form provided with the Contract Documents. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; the certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States; and such check or draft shall be made payable to the Savage Sanitary District as security that if awarded a contract by resolution of said District, the Bidder will enter into a contract at the prices bid and furnish the required performance and maintenance bond and certificate of insurance. The certified or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or provide a certificate of insurance or file an acceptable performance and maintenance bond on the form provided in the specifications within ten (10) days after the acceptance of the Bidder's proposal by resolution of said District. No bidder may withdraw a proposal within Thirty (30) days after the date set for opening bids.

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.

Contract shall be subject to the requirements of the Clean Air Act, the Federal Water Pollution Control Act, and the regulations of the Environmental Protection Agency that are applicable.

All work and materials shall comply with the proposed plans, specifications and proposed form of contract now on file with the District Engineer: MER Engineering Inc. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

The project is located in Webster County, near Fort Dodge, IA.

The project includes but is not limited to the following major items of work:

- Construct a sanitary lift station with two submersible pumps
- Construct a bar screen and Manhole structures
- Construct 142 LF of 12" PVC gravity main
- Construct 6,894 LF of 6" PVC Force Main Trenched
- Construct 450 LF of 6" PVC Force Main Trenchless
- Reconstruct the lagoon cell as a storm flow equalization basin

Payment to the Contractor will be made in cash from such funds as are legally available.

This project is being financed in part with a State Revolving Fund (SRF) Loan. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System will be prohibited from the bidding process. Contractors will be required to comply with Davis-Bacon wage requirements General Decision Number: IA20220003 Mod 1.

Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify each approved estimate to the District for payment within thirty (30) days of acceptance by the District. Such monthly payments shall in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made not earlier than thirty-one (31) days from and after the final acceptance of said work by the District, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with the requirements stated in the specifications.

A Sales Tax Exemption Certificate will be available from the District for all materials purchased for incorporation into the Project.

The successful bidder will be required to furnish a bond in an amount equal to one hundred per cent (100%) of the Contract price, said bond to be issued by a responsible surety, approved by the Sanitary District and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the District and the Engineer from all claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the maintenance of the work contracted for a period of two (2) years from the time of acceptance of the improvements by the District.

This improvement project is being constructed and paid for pursuant to the provisions of Chapter 384 of the Code of Iowa.

The District reserves the right to reject any or all proposals and to waive informalities and technicalities as it shall deem for the best interest of the District.

Published upon the order of the Savage Sanitary District, Webster County, Iowa.

BY: Carolyn Clark, Clerk