

**NOTICE TO BIDDERS AND  
NOTICE OF PUBLIC HEARING**

**WEST FIRST STREET JOINT UTILITY TRENCH**  
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

**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 Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **West First Street Joint Utility Trench** project at its meeting at **5:30 P.M. on the 17<sup>th</sup> day of February, 2020**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

**Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 220 West First Street, Ankeny Iowa 50023 on the **11<sup>th</sup> day of February, 2020**, at the reception desk in the Ankeny Public Services Building. 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 11<sup>th</sup> day of February, 2020**, in the Large Conference Room in the Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 17<sup>th</sup> day of February, 2020**, 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.

**Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 16, 2020 and no later than April 13, 2020**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **March 2020**.

**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 Ankeny City Hall, 410 West First Street, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://www.ankenyiowa.gov/bid-documents) for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Foth Infrastructure & Environment, LLC, 8191 Birchwood Court, Suite L, Johnston, Iowa 50131, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-254-1393 in advance to reserve a paper copy.

#### 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

### **WEST FIRST STREET JOINT UTILITY TRENCH**

**The West First Street Joint Utility Trench project includes construction of a joint utility trench from the High Trestle Trail to North Ankeny Boulevard on the north side of West First Street. The project also includes the replacement of fiber optic cable within existing conduit from State Street to the High Trestle Trail on the north side of West First Street; from West First Street to SW Third Street on the west side of South Ankeny Boulevard; and from West First Street to south of SW Third Street in the alley between SW Pleasant Street and SW School Street.**

**The improvements include construction of approximately 2,400 LF of joint utility trench; 25,000 LF of 2" HDPE conduit; 26,000 LF of fiber optic cable installation; Gridsmart; handholes; pull rope; tracer wire; building entrances; 840 fiber splices; 475 SY of PCC pavement, driveways and sidewalks; pavement and sidewalk removal; tree removal; traffic control; erosion control; and miscellaneous associated work necessary to complete the project.**

### 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 Ankeny, 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 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 Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny 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.

### 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 Ankeny 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 Ankeny 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 **four (4)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

### 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 95% of the work completed during a payment period, with the remaining 5% 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 Ankeny and the provisions stipulated in the Iowa Code.

### Sales Tax Exemption

The City of Ankeny 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

### Joint Utility Trench

The Contractor shall substantially complete the joint utility trench on or before **June 30, 2020**. Substantial completion for the trench shall be defined as all trench, conduit and handhole construction completed, with backfill and compaction, and all streets and driveways fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

Mandatory weekend work is required for the trench crossings of NW Ash Drive, NW School Street, and the West First Street driveway for Parkview Middle School, respectively, with one weekend allowed for each location. **Closure of NW Ash Drive, NW School Street and the school driveway will only be allowed between the hours of 6:00 pm on Friday and 6:00 am on Monday. Both streets cannot be closed on the same weekend. The school driveway cannot be closed on the same weekend as either street.** Liquidated damages in the amount of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for closures that extend beyond this timeframe. These trench crossings shall be substantially completed on or before **June 30, 2020**. Substantial completion for each location shall be defined as all utility, grading, and pavement construction completed, with the roadway pavement and driveway pavement fully open to traffic.

All streets and driveways will be fully open to traffic, and no work will be allowed during Ankeny SummerFest, July 10, 11 and 12, 2020, without prior approval by the City.

### Overall Project

The Contractor shall substantially complete the overall project on or before **August 15, 2020**. Substantial completion for the overall project shall be defined as all public utility, grading and pavement construction completed, with the new fiber optic networks and all streets, driveways and sidewalks operational and fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) 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, including all site restoration and seeding, on or before **October 1, 2020**. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny 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 Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **20<sup>th</sup> day of January, 2020**.

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Gary Lorenz, Mayor

ATTEST:

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Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **24<sup>th</sup> day of January, 2020.**

Published in the Des Moines Register the **31<sup>st</sup> day of January, 2020.**