

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

**SE 3<sup>RD</sup> STREET UTILITY IMPROVEMENTS – PHASE 2**  
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

**Public Hearing on Proposed Contract Documents and Estimated Cost 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), estimated cost, and enhancement of payment for the **SE 3<sup>rd</sup> Street Utility Improvements – Phase 2** project at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

**Time and Place for Filing Sealed Proposals**

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **13<sup>th</sup> day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals 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 **10:30 A.M. on the 13<sup>th</sup> day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, 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 18, 2024 and no later than April 15, 2024**, 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 2024.

## Contract Documents

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 JEO Consulting Group, 1615 SW Main Street, Suite 205, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-964-5310 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.

## General Nature of the Public Improvement

### **SE 3<sup>RD</sup> STREET UTILITY IMPROVEMENTS – PHASE 2**

**The SE 3<sup>rd</sup> Street Utility Improvements – Phase 2 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3<sup>rd</sup> Street, from S Ankeny Boulevard to SE Sharon Drive.**

**The construction improvements include approximately 5,090 SY of 8” thick PCC street pavement, 1,350 LF of sanitary sewer, 1,615 LF of storm sewer, 1,220 LF of water main, 2,460 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, seeding and fertilizing, mobilization, 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 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 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.

### 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 thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions 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. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **one hundred and sixty (160) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on a Saturday.** Should the Contractor fail to substantially complete the work in 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).

**Should the Contractor succeed in substantially completing the work in less than one hundred and sixty (160) working days, an enhancement of payment in the amount of Two Thousand Dollars (\$2,000.00) per working day remaining within the one hundred and sixty (160) working day deadline, up to a maximum of Sixty Thousand Dollars (\$60,000.00) will be issued to the Contractor.**

The Contractor shall fully complete the overall project within **ten (10) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in 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 **16<sup>th</sup> day of January, 2024.**

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **18<sup>th</sup> day of January, 2024.**

Published in the Des Moines Register the **2<sup>nd</sup> day of February, 2024.**