

**SECTION 00 10 50  
NOTICE TO BIDDERS**

**CASS COUNTY, IA  
PUBLIC IMPROVEMENT PROJECT**

Sealed bids for the work comprising the improvement as stated below must be filed before **2:30 P.M.** according to the clock in the office of the **BOARD OF SUPERVISORS** on **Tuesday, August 22, 2017,** in the office of the **CASS COUNTY, IOWA BOARD OF SUPERVISORS, 5 West 7<sup>th</sup> Street, Atlantic, IA 50022, at which time and place the Bids received will be publicly opened and read.** 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.

Bid proposals received will be considered at **2:30 P.M.** on **Tuesday, August 22, 2017,** in the **CASS COUNTY COURTHOUSE** by the **CASS COUNTY BOARD OF SUPERVISORS** at its meeting on **Wednesday, August 23, 2017.**

Work on the improvement may commence immediately upon approval of the contract by the Board of Supervisors, and shall be completed as stated below.

Plans, specifications, and proposed contract documents will be on file for examination at the Cass County Courthouse beginning **August 2, 2017.** Plans, specifications and proposed contract documents may be obtained from Snyder & Associates, Inc., 1800 W. 22<sup>nd</sup> St. Suite 200, Atlantic, Iowa, 50022, at no cost.

Electronic contract documents will become available Wednesday, **August 2, 2017** by clicking on the "Bids" link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing the **GRAY WATER TRANSMISSION** Project from the list. The electronic documents can be obtained at no cost from this website. Downloads require the user to register for a free membership at [QuestCDN.com](http://QuestCDN.com).

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 **GRAY WATER TRANSMISSION** project includes furnishing all labor, material and equipment necessary for construction and installation of: approximately 4,500 LF of force main, and modifications to the existing Atlantic, IA wastewater treatment plant including a proposed valve vault, metering manhole, three proposed pumps, modifications to the existing effluent holding tank, yard piping and other miscellaneous items.

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 **CASS COUNTY BOARD OF SUPERVISORS** reserves the right to defer acceptance of any bid for a period of forty five (45) calendar days after receipt of bids and no bid may be withdrawn during this period.

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 the **CASS COUNTY BOARD OF SUPERVISORS** 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 **CASS COUNTY BOARD OF SUPERVISORS** 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 years from and after acceptance of the contract.

The **CASS COUNTY BOARD OF SUPERVISORS**, 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 by **April 30, 2018**. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$1,000** per calendar day will be assessed for work not completed within the designated contract term.

The **CASS COUNTY 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.