

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

TRAILS END MITIGATION BANK STREAM RESTORATION

POLK COUNTY CONSERVATION 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 **Polk County Conservation** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Trails End Mitigation Bank Stream Restoration** project at its meeting at **5:30 P.M. on the 9th day of September, 2020**. Due to COVID-19 protocol, the meeting will be held via Zoom and public access and participation to the hearing will be available by joining the Zoom meeting. Access to the hearing can be made via phone with the phone number 1-312-626-6799 and conference ID 4432756020# and via the internet by joining the Zoom meeting at <https://zoom.us/j/4432756020>. Additional information is outlined in the agenda as posted on the Polk County Conservation website at www.polkcountyiowa.gov/conservation/agendas-meetings.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **11:00 A.M. on the 2nd day of September, 2020**, at the Outdoor Wellness and Recreation Center, located at 12112 NW 128th Street, Granger, Iowa. 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 County Staff or designee and bids tabulated at **11:00 A.M. on the 2nd day of September, 2020**, at the Outdoor Wellness and Recreation Center, located at 12112 NW 128th Street, Granger, Iowa. Bids will be considered by Polk County Conservation at its virtual meeting at **5:30 P.M. on the 9th day of September, 2020**, via Zoom. Access to the meeting can be made via phone with the phone number 1-312-626-6799 and conference ID 4432756020# and via the internet by joining the Zoom meeting at <https://zoom.us/j/4432756020>. Additional information is outlined in the agenda as posted on the Polk County Conservation website at www.polkcountyiowa.gov/conservation/agendas-meetings. The Board 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 October 1, 2020 and after the Section 404 permit and the Iowa DNR and Polk County Floodplain permits are approved, and no later than November 2, 2020 or 10 days after the project's Section 404 permit and the Iowa DNR and Polk County Floodplain permits are approved, whichever is later**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in September 2020, and after the Section 404 permit and Iowa DNR and Polk County Floodplain permits are approved. **Work cannot commence until all permits have been approved as permits are currently being reviewed by regulatory agencies.**

Contract Documents

Copies of said plans and specifications are now on file with Polk County Conservation and may be examined by the bidders.

An electronic copy of the Contract Documents is available at no cost by clicking on the “Bid Documents” link at www.jeo.com and choosing the Trails End Mitigation Bank Stream Restoration Project. Project information, estimated total cost, and plan holder 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.

Paper copies of the Contract Documents are available from the JEO Consulting Group, Inc., 1615 SW Main Street, Suite 205, Ankeny, Iowa 50023, 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 515-964-5310 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.

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

TRAILS END MITIGATION BANK STREAM RESTORATION

The Trails End Mitigation Bank Stream Restoration project includes installation of revetment, step-pool structures, rock/log riffles, bendway weirs, streambank slope protection with rock, streambank slope protection with wood toe and field stone, live plant stakes, seeding, erosion control, clearing and grubbing, earthwork, and other associated work necessary to complete the project.

Bid Security

The bid security shall be made payable to the Polk County Conservation.

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 Polk County Conservation, 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 Polk County Conservation. The bid shall contain no condition except as provided in the specifications.

Polk County Conservation 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.

The bid security must not contain any condition either in body or as an endorsement thereon. The bid security shall be forfeited to the Owner as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the Owner insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents.

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 Polk County Conservation 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 Polk County Conservation 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 **one (1)** year from and after acceptance of the Contract.

Title VI Compliance

Polk County Conservation, 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 Polk County Conservation Board, 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 Board meeting. The retainage payment will be released following acceptance of the project by Polk County Conservation and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

Polk County Conservation 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

The Contractor shall fully complete the overall project within **one hundred twenty (120) working days**. Full completion for the overall project shall be defined as all grading, revetment, stream bank stabilization structures, live stakes, and all surface stabilization and restoration installed and completed with all improvements ready for final acceptance. 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 Polk County Conservation 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 Polk County Conservation.

Posted to the Polk County Conservation and the Master Builders of Iowa websites the **14th day of August, 2020**.

Published in the Des Moines Register the **25th day of August, 2020**.