

**SECTION 00 11 12**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Board of Trustees of the Guthrie Center Municipal Utilities, Guthrie Center, Iowa at the Guthrie Center City Hall at 400 State Street, Guthrie Center, IA 50115, (Owner) until 2:00 p.m., local time, on February 9, 2022, for the following described public improvement:

**State Street (Hwy 44) Water Main Replacement - Rebid**  
**Guthrie Center Municipal Utilities**  
**Guthrie Center, Iowa**

At the above time and place all bids received by the Board of Trustees will be opened and publicly read with the results being reported to the Board of Trustees at their meeting at 9:00 a.m., local time, on February 16, 2022, in the Guthrie Center City Hall, 400 State Street, Guthrie Center, IA 50115, at which time the Board of Trustees may take action on the proposals submitted or at such time as may then be fixed.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Guthrie Center, Iowa generally described as follows:

The project includes the installation of an 8-inch diameter water main from 1<sup>st</sup> Street east to 12<sup>th</sup> Street along State Street (Hwy 44), the intersection of 10<sup>th</sup> Street and Main Street, and a half-block south of State Street (Hwy 44) on 3<sup>rd</sup> Street. Work includes approximately 3,454 LF of 8-inch diameter water main constructed by open-trenched and trenchless methods, approximately 491 LF of 6-inch diameter water main constructed by open-trenched and trenchless methods, and approximately 68 LF of 4-inch diameter water main constructed by open-trenched methods, and related work including water main connections, water main abandonments, valves, hydrants, pressure reducing valve, water services, erosion control, surface restoration, and miscellaneous associated work as specified and indicated on the drawings. The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid form for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by Short Elliott Hendrickson Inc. which have been heretofore approved by the Board of Trustees and which are now on file for public examination in the office of the Guthrie Center City Clerk at the City Hall.

All bids shall be made on the forms included in the project specifications and shall be filed on or before the time specified above, in a sealed envelope addressed to the Board of Trustees, Guthrie Center Municipal Utilities, 400 State Street, Guthrie Center, IA 50115, clearly stating that the envelope contains a bid on this project.

Each Bid shall be accompanied by a Bid Bond, certified check, cashier's check, or certified credit union share draft in an amount equal to five (5) percent of the total amount of the Bid. If Bid Bond is submitted, it must be on the form provided with the Contract Documents. The certified check, cashier's check, or certified credit union share draft shall be drawn on a bank in Iowa, a bank chartered under the laws of the United States of America, or said certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Treasurer of the Owner as security that if awarded a contract, the Bidder will enter into a contract at the prices Bid and furnish the required Performance, Payment and Warranty Bond each in the amount of one hundred percent of the Work, and provide a Certificate of Insurance. The certified check, 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 file acceptable Performance, Payment and Warranty Bond or provide an acceptable Certificate of Insurance within fifteen (15) days after the acceptance of said Bid by resolution of the Owner.

No Bidder may withdraw a Bid within sixty (60) 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.

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 Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The Bidder shall not include sales tax in the Bid. The Owner is exempt from paying sales tax and 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.

Work on said project shall commence within thirty (30) days of a written Notice to Proceed. The Work shall be substantially completed on or before September 30, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 28, 2022.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) consecutive per day will be assessed for each day that the work remains uncomplete after the completion periods indicated.

Payment for the work will be made by the Owner in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the Board of Trustees may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the Owner shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the Owner will be made in accordance with Iowa statutes and the contract documents.

Funding of this project will utilize the State of Iowa's State Revolving Fund (SRF), which involves certain goals regarding awarding of sub-agreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at [http://www.iowadot.gov/contracts/contracts\\_eoaa.htm](http://www.iowadot.gov/contracts/contracts_eoaa.htm). Bidders' DBE requirements for SRF projects include a) taking affirmative steps for DBE participation and b) documenting the efforts to utilize and resulting proposed utilization of certified DBEs.

This Project is subject to Federal Labor Standards Provisions, including Davis-Bacon prevailing wage rates and "American Iron and Steel" requirements.

Nondiscrimination in Employment: Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System web site at <http://www.epls.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

### **Section 3 clause**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

American Iron and Steel: Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. The following waivers apply to this Contract: De Minimis, Minor Components, Pig iron and direct reduced iron.

Copies of the contract documents are on file with the Owner for examination by bidders. Paper copies of Bidding Forms and copies of Plans and Specifications and contract documents may be obtained from the Engineer's Office at Short Elliott Hendrickson Inc. (SEH), 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131 (515-608-6000) at a cost of \$100.00 per set, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Complete digital image (.pdf) copies of the Bidding Documents, Contract Documents, and Plans and Specifications are available for download at no cost at <https://www.questcdn.com>. These documents may be viewed or downloaded by entering eBidDoc™ Number 8103018 on the QuestCDN Search Projects page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com). Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date.

The Owner reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

This notice is given by authority of the Guthrie Center Municipal Utilities, Guthrie Center, Iowa.

By Scott Gonzales  
(Chairman)

ATTEST: Laura Wolfe  
(Clerk)

Posted to the Iowa League of Cities and the Master Builders of Iowa websites on January 13, 2022.

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