

NOTICE OF HEARING & NOTICE TO BIDDERS (ADVERTISEMENT FOR BIDS)

**2023 Water System Improvements Project
Rudd, Iowa
SEH No. RUDDC 170850**

Notice is hereby given that the City Council of the City of Rudd will conduct a public hearing on the plans, specifications, form of contract and estimate of cost for the construction of the 2023 Water System Improvements Project at a City Council meeting on April 23, 2024, at 7:00 p.m., at the Rudd City Hall, Rudd, Iowa. Any interested person may appear and file objections to the proposed plans, specifications, form of contract or estimated cost. After hearing objections, the City of Rudd shall, by resolution, enter its decision on the plans and specifications.

Notice is hereby given that sealed Bids will be received by the City of Rudd City Clerk until 1:00 p.m., on April 17, 2024, at the City of Rudd City Hall, at which time and place they will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the 2023 Water System Improvements Project.

On April 23, 2024, at 7:00 p.m., at Rudd City Hall, the City Council of the City of Rudd shall consider the construction bids received and either award a contract, reject all bids, or adjourn action thereon to a subsequent meeting of the City Council.

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

1. Contract I – Water Tower (Chickasaw Street between 3rd Street and 4th Street)
 - a. Rehabilitation of 150,000-gallon pedestal type water tower.
 - b. All modifications shown on the Drawings.
 - c. All modifications listed in the Specifications.
2. Contract II – Water Meters (installed City-wide)
 - a. Replacement of all water meters in system.
 - b. Provide AMR reading system software and hardware.
3. Contract III – Raw Water Main (installed 3rd Street and Swartwood Street)
 - a. Installation of 6" raw water main.
 - b. Installation of conduit and wire for well control.
 - c. WTP modifications and appurtenances.
 - d. Restoration

Work includes, but is not limited to, to the construction of site work, electrical/mechanical work associated with the improvements, as well as start-up services and restoration.

Bids shall be on the form provided for that purpose and according to the Bidding Requirements prepared by Short Elliott Hendrickson Inc. (SEH®) dated March 12, 2024.

Electronic and paper copies of the Bidding Documents may be obtained from the Issuing Office of SEH located at:

Short Elliott Hendrickson Inc.
215 North Adams
Mason City, Iowa 50401
641.424.6344

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 9002848 on the QuestCDN Search Projects page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or 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.

A refundable deposit of \$150.00 will be required for the Plans and Project Manual. In order to receive a refund, both Plans and Project Manual must be returned in complete and re-useable condition. In addition, they must be returned in said condition within fourteen days after award of the project. Failure to comply with either requirement will result in forfeiture of the deposit.

The Work will be commenced upon issuance of a Notice to Proceed unless listed otherwise below, and shall be substantially completed on or before the dates noted below and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates listed below:

Contract I – Water Tower	Early Contract Commencement Date	July 22, 2024
	(Mobilize, hydro tank setup, and testing, etc.)	
	Project shall commence on	August 1, 2024
	(Water tower taken offline)	
	Substantial Completion	60 calendar days
	Final Completion	90 calendar days
Contract II – Water Meters	Substantial Completion	October 30, 2024
	Final Completion	November 30, 2024
Contract III – Raw Water Main	Substantial Completion	October 30, 2024
	Final Completion	November 30, 2024

Substantial completion is defined as follows: All work is complete except for finish grading of turf restoration areas, seeding and minor clean up.

The contract times noted are subject to any extension which may be granted by the City Council of Rudd, Iowa.

Davis-Bacon and Related Acts and federal prevailing wage rates apply to this project. All provisions relative to those acts must be met.

Each bid must be made out on a Bid Form furnished in the Project Manual and obtained from SEH or on a computerized Bid Form furnished by the bidder. Bid Forms furnished by the bidder shall replicate the Bid Form furnished in the Project Documents Manual. Each bid shall be sealed in an envelope marked "Bid for the 2023 Water System Improvements Project". Each bid must be accompanied in a separate envelope by a bidding check or bid bond in an amount equal to five percent (5%) percent of the bid price, said check being either a certified or cashier's check, drawn on a bank in Iowa, or a 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, and made payable to the City of Rudd, Iowa, as security that the bidder will furnish the required bonds and enter into a contract within ten (10) working days, excluding Saturday, Sunday, and holidays, after the award of the contract to him.

Bidders shall not be permitted to withdraw their bids for a period of forty five (45) days after the same are opened.

By virtue of statutory authority, a 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 required by Iowa law, 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 Proposal may result in the Proposal being deemed nonresponsive and rejected.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Rudd with proof of said compliance.

Payment for said "2023 Water System Improvements Project," will be made from Community Development Block Grant (CDBG) funds, a State Revolving Fund Loan and the General Funds of the City of Rudd, or from such other funds as may be legally used for such purposes. Monthly estimates will be submitted to the Engineer and payment will be made to the Contractor in the amount of ninety-five percent (95%) of said estimate on or about the twentieth of the following month. Final payment will be made not sooner than thirty (30) days following final acceptance of the work by the City of Rudd.

The bidder's attention is called to the prompt payment to the subcontractors under Chapter 573.12 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements have been prepared by SEH, 215 North Adams, Mason City, Iowa, which plans and specifications, and also prior proceedings of the Rudd, Iowa, City Council referring to and defining said proposed improvements, are hereby made a part of this notice and the proposed contracts by reference, and the proposed contracts shall be executed in compliance therewith.

Copies of said plans and specifications, forms of contract and cost estimate are now on file in the office of the City Clerk, for examination by bidders.

The City encourages bids from qualified minority and female contractors.

All bids shall NOT include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The City will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

**Section 3 Clause
(included in each contract)**

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 75, 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 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 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 provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.

I. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside wrapper, "Bid for 2023 WATER SYSTEM IMPROVEMENTS PROJECT." The City of Rudd reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contracts in the best interests of the City of Rudd.

This notice is given by authority of the City of Rudd, Iowa.

By Jeff Buland
(Mayor)

ATTEST: Ashley Chatfield
(City Clerk)

Posted to the Iowa League of Cities and the Master Builders of Iowa websites.

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