

**SECTION 00 11 13**  
**NOTICE TO BIDDERS**

Time and Place for Filing Sealed Proposals

Sealed bids will be received by the Board of Trustees of the Ogden Municipal Utilities at the Ogden Municipal Utilities office at 201 NW 3<sup>rd</sup> Street, Ogden, Iowa 50212, until 1:00 p.m., local time, on June 4, 2024, for the following described public improvement:

**W Sycamore Street from NW 7<sup>th</sup> Street to NW 8<sup>th</sup> Street Water Main Replacement  
Ogden, Iowa**

Time and Place Sealed Proposal Will be Opened and Considered

Sealed bids will be opened by the Board of Trustees and bids tabulated at the above time and place. Bids will be considered by the Ogden Municipal Utilities Board of Trustees at their meeting at 7:00 a.m., local time, on June 18, 2024, at which time the Board may take action on the proposals submitted or at such time as may then be fixed.

General Nature of the Public Improvement

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

The project includes the replacement of the existing 4-inch water main with a 6-inch water main from NW 7<sup>th</sup> Street to NW 8<sup>th</sup> Street along W Sycamore Street. Work includes approximately 420 feet of 6-inch diameter water main constructed by open-trenched construction methods, and related work including water main connections, water main abandonments, valves, hydrants, water service transfers, surface restoration, and miscellaneous associated work as specified and indicated in the Drawings.

Pre-Bid Conference

A Pre-Bid Conference will not be held for this project.

Contract Documents

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 proposal 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 utility.

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, Ogden Municipal Utilities, 201 NW 3<sup>rd</sup> Street, Ogden, Iowa 50212, clearly stating that the envelope contains a bid on this project.

Copies of the contract documents are on file with the Ogden Municipal Utilities 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) for \$100 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 **9088689** 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.

### Bid Security

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 and Payment Bond(s) 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 and Payment Bond(s) 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.

### Preference of Products and Labor

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.

### Sales Tax Exemption

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.

### Commencement and Completion of Work

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, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 28, 2024.

### Liquidated Damages

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive day will be assessed for each day that the work remains uncompleted after the dates specified above for substantial completion and readiness for final payment.

### Payment

Payment for the work will be made by the City 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.

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 Ogden Municipal Utilities, Ogden, Iowa.

By Cy Hornberg  
(Chairman)

ATTEST: Brandon Craighton  
(Secretary of Board)

Posted to the Iowa League of Cities and the Master Builders of Iowa websites on May 15, 2024.

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