

RESOLUTION NO. 2025-04

Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the Phase I Water Supply System Improvements Project (Contracts I - III), and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Meservey, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and forms of contract prepared by Short Elliott Hendrickson, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Phase I Water Supply System Improvements Project (Contracts I - III)" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and forms of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the "Council") of the City of Meservey, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. March 24, 2025, at 6:00 p.m., at the City Hall, Meservey, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Council hereby delegates to the to the City Clerk the duty of receiving bids for the construction of the Project until 2:00 p.m., on March 19, 2025, at the City Hall, Meservey, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. March 24, 2025, at 6:30 p.m., at the City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 5. The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

Section 6. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting a notice at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City.

In addition, the City Clerk is hereby authorized and directed to give notice of the hearing and letting for the Project in a newspaper of general circulation in the City, which publication shall

be made at least once, not less than four (4) days prior to the date set for receipt of bids and not more than twenty (20) days prior to the date of the said hearing.

The combined notice of hearing and letting shall be in substantially the following form:

SECTION 00 11 13

NOTICE TO BIDDERS

**Phase I Water Supply System Improvements Project
City of Meservey, Iowa
SEH No. MSRVY 171776**

Notice is hereby given that the City Council of the City of Meservey will conduct a public hearing on the plans, specifications, form of contract and estimate of cost for the construction of the Phase I Water Supply System Improvements Project at the regular City Council meeting on March 24, 2025 at 6:00 p.m., at the Meservey City Hall, 428 1st Street, Meservey, 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 Meservey 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 Meservey City Clerk until March 19th, 2025, 2:00 PM, at Meservey City Hall, 428 1st Street, Meservey, Iowa 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 Phase I Water Supply System Improvements Project.

On March 24, 2025, at 6:30 p.m., at Meservey City Hall, 428 1st Street, Meservey, Iowa, the City Council of the City of Meservey 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.

Major components of the Work include:

Contract I - Well

All necessary labor, supervision, equipment, tools and material to construct an 8" public water supply well approximately 575' deep with a capacity of approximately 100 gpm, flushing hydrant and miscellaneous piping.

Contract II – Wellhouse, Water Main

All necessary labor, equipment, supervision, tools and materials to furnish well discharge piping, site grading and driveway, tree removal, well house, process piping, sewer drain piping, chemical feed equipment, generator, electrical and controls for 2 wells, watermain and services, and temporary services.

Contract III – Water Meters (installed City-wide)

All necessary labor, equipment, supervision, tools and materials to replace all water meters in the system. Provide AMR reading system software and hardware.

The Work shall be constructed on and west of the intersection of Minnesota Street and 1st St located in the City of Meservey, Iowa.

The water meters installation shall include the entire City of Meservey.

Bids shall be on the form provided for that purpose and according to the Bidding Requirements prepared by Short Elliott Hendrickson Inc. (SEH®) dated July 2023.

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

Short Elliott Hendrickson, Inc.
10 N Washington Avenue, Suite 110
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 9551462 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 \$100.00 will be required for paper copies of 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 requirements will result in forfeiture of the deposit.

Work under the proposed contracts shall commence upon the issuance of a written Notice to Proceed, and shall be completed within the following time requirements:

The Work will 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 noted below:

Contract I - Well	Substantial Completion Final Completion	October 31, 2025 December 31, 2025
Contract II – Wellhouse, Watermain	Substantial Completion Final Completion	April 15, 2026 May 15, 2026
Contract III – Water Meters	Substantial Completion Final Completion	October 1, 2025 November 1, 2025

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 Meservey, Iowa.

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. Bidder may bid on any or all contracts. 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 Phase I Water Supply System Improvements". 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 Meservey, 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.

Statement of Debarments and Suspensions:

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

The following are made part of the project and must be submitted with the bid:

- 1. CDBG Intent to Comply with Section 3 Requirements Form**
- 2. SRF Attachment 1: Certification of Non-Segregated Facilities Form**
- 3. SRF Attachment 2: Certification Regarding Debarment and Suspension Form**
- 4. SRF Attachment 3: DBE Certification Form**

5. SRF Attachment 4: DBE Program Subcontractor Performance Form
6. SRF Attachment 5: DBE Program Subcontractor Utilization Form
7. SRF Attachment 6: DBE Program Subcontractor Participation Form*
8. SRF Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
9. CDBG Contractor Eligibility Form – Completed for Prime Contractor only.
10. Bidder Status Form

*If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is NOT required to be submitted.

SECTION 3 CLAUSE FOR PROCUREMENT DOCUMENTS AND CONTRACTS

- 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

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>

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Davis-Bacon and Related Acts: This project requires federal prevailing wage rates. All provisions relative to those acts must be met. A wage determination is included in the project manual.

Work on this project shall meet the American Iron and Steel requirements set forth in the project manual.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate the responsible parties for determining the final classifications for all project items.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) 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.

Pursuant to Chapter 73 of the Code of Iowa, out-of-state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference which may be (a) strict preference, (b) reciprocal preference, or (c) combination preference and reciprocal. Application of such preference will be extended from any "public improvement" as defined in Chapter 73A of the Code of Iowa.

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 Meservey with proof of said compliance.

Payment for said "Phase I Water Supply System Improvements Project," will be made from the General Funds of the City of Meservey, 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 Meservey.

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, SEH, 10 North Washington Avenue, Suite 110, Mason City, Iowa, which plans and specifications, and also prior proceedings of the Meservey, Iowa, City Council referring to and defining said proposed improvements, are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications 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.

The City of Meservey, Iowa reserves the right to reject any and all bids and to waive technicalities and irregularities.

Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside wrapper, "BID FOR THE PHASE I WATER SUPPLY SYSTEM IMPROVEMENTS PROJECT. The City of Meservey reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Meservey.

Aimee Frohling
City Clerk
428 1st Street, PO Box 126
Meservey, IA 50457

Section 7. All provisions set out in the attached form of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved February 24, 2025.

Richard M Miller
Mayor

Attest:

Debbie F. Fohley
City Clerk

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On motion and vote, the meeting adjourned.

Richard M Miller
Mayor

Attest:

Debbie F. Fohley
City Clerk