



Daily Notice to Bidders

Master Builders of Iowa



The Project Source

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NOTICE TO BIDDERS

Notice is hereby given that the Boone County Conservation Board will be receiving bids for proposed improvements for the following project described herein, on Wednesday, May 21, 2025 at 1:00 p.m. in the Board Room at the Boone County Courthouse located at 201 State Street, Boone, Iowa. At that time, bids will be received, opened and read aloud. Bids shall be open to acceptance and irrevocable for thirty (30) days from the Bid closing date.

The Owner reserves the right to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract as deemed in the best interests of Boone County, Iowa.

The Project shall be known as Don Williams Clubhouse, Boone County Conservation, Ogden, Iowa. One lump sum bid shall be submitted for the work.

Summary Project Description: The project consists of the construction of a new, single-story slab-on-grade, wood framed building with associated mechanical, electrical, plumbing system and site utilities. Site preparation for the building pad is required. Minor site paving is also included in the project.

Bid Documents are available from Beeline and Blue, 2507 Ingersoll Avenue Des Moines, IA 50312 (515.244.1611). (A deposit of \$25 per set is required). Deposits will be refunded upon return of the documents, in good and reusable condition, within seven (7) days from the date of the bid opening. The refundable deposit may be in the form of a company or personal check, or a current member in good standing with a plan room deposit card.

The Bid Proposal shall be made on the Bid Form included within the Project Manual. Oral, facsimile, telegraphic or telephonic bids or modifications will not be considered.

Bid Security in a minimum amount of 5% of the bid in the form of a Bid Bond on form AIA A310, cashier's check or certified check drawn on an Iowa bank chartered under the laws of the United States, shall accompany each bid in a separate, sealed envelope. Bid Security shall be payable to Boone County Conservation, Iowa.

Sales or use tax shall not be included in the bid. Pursuant to Iowa Code Sections 423, at the time a Construction Contract is issued, the Owner will also issue an Exemption Authorization Letter and a Designated Exemption Entity, Iowa Construction Sales Tax Exemption Certificate for the purchase or use of building materials, supplies and equipment that will be used in the performance of the Work. Other requirements with respect to this provision are set forth in the Project Manual.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference will also be given to Iowa domestic labor in the construction of said improvements.

Upon award of a contract, the successful Contractor will be required to furnish a Performance and Payment Bond equal to 100% of the awarded Contract amount, and within the time set forth within the Contract Documents. The Contractor shall also furnish a copy of their Certificate(s) of Insurance showing coverage is being provided consistent with that stated within the Project Manual.

The Project shall be paid for in cash or in warrants drawn on such funds as may be legally used for such purposes and available to the Owner. Final payment to the Contractor shall be made as allowed by the Code of Iowa.

Dated this 25th day of April 2025

By: Boone County Conservation

SECTION 00 1113

ADVERTISEMENT FOR BIDS

PROJECT: OAK HILL ELEMENTARY SCHOOL PLAYGROUND

BIDS DUE May 19, 2025 at 2:00 PM

THE Owner (HEREINAFTER REFERRED TO AS Owner):

Clear Creek Amana Community School District

1486 Highway 6 NW

Oxford, Iowa 52322

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

4125 Westown Parkway, Suite 100

West Des Moines, IA 50266

PREBID MEETING:

A Pre-Bid site visit may be scheduled by contacting Maury Gallagher, Buildings and Grounds Director, via email (maurygallagher@ccaschools.org) or phone (319-828-4505 ext. 13100).

TO: POTENTIAL BIDDERS

Sealed bids will be received by the Owner at the Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, Iowa 52322 until 2:00 PM, Central Time, on May 19, 2025.

Sealed bids will be opened and publicly read at the Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, IA 52322 at 2:00 PM, Central Time, on May 19, 2025 or at such later time and place as may then be fixed.

Bids will be considered by the Owner at a public meeting to be held at Clear Creek Amana Community School District Administration Office, 1486 Highway 6 NW, Oxford, Iowa 52322, at 6:00 PM, Central Time, on May 21, 2025 or at such later time and place as may then be fixed.

The general nature of the work is as follows:

The addition of a new playground for East Ridge Elementary including play equipment, swings, musical instruments, artificial turf surfacing and a shade canopy.

The construction costs should not exceed \$200,000.

Construction is anticipated to commence on June 30, 2025, must be substantially completed by August 11, 2025, and shall reach Final Completion by August 21, 2025.

Questions related to the bid documents must be submitted to Cara Lindell, Shive-Hattery Project Coordinator, via email (clindell@shive-hattery.com) by 5:00 PM on May 12, 2025.

**CCACSD - Oak Hill Elementary Playground
Project # 2250000880**

Bidding documents may be examined at the following location(s):

Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com
6015 Huntington Ct. NE, Cedar Rapids, IA 52402

Master Builders of Iowa mbionline.com, 221 Park Street, Des Moines, IA 50309
mbiplanroof-dsm@mbionline.com

Copies of the Bidding documents may be obtained by Bidders and Sub-bidders at Rapids Reproductions, DFS Plan Room, Shive-Hattery Custom Portal, rapidsrepro.com, 6015 Huntington Ct. NE, Cedar Rapids, IA 52402. There is no deposit. It is requested that bidders return the documents in good condition within ten days after receipt of bids.

Each Bidder shall accompany the Bid with a Bid security, in a separate envelope, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of the contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the contract, in an amount equivalent to one hundred percent of the amount of the contract. The bidder's security shall be in an amount equivalent to 5% of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or a certified bank share draft drawn on a credit union in Iowa or chartered under the laws of the United States of America or a bid bond with corporate surety satisfactory to the Owner. The bid security will be held by the Owner until a contract is fully executed and bonds are approved by the Owner.

All Bidders are required to provide a statement regarding their residency status as required by 875 Iowa Administrative Code Chapter 156.

Contractors using "materials, supplies, and equipment" on projects in designated "exempt entities" may purchase these items without liability for the sales tax. The contractor must have a purchasing agent authorization letter and an exemption certificate from the public entity to present to the retailer, which specifies the construction project and will be available for that project only.

The Clear Creek Amana Community School District will issue an authorization letter and an exemption certificate to the contractor and/or subcontractors for the purchase or use of building materials, supplies, and equipment to be used on this project only. **DO NOT** include sales tax on your bid form.

No bid may be withdrawn for a period of 30 days after the date of the scheduled closing time for the receipt of bids.

The Owner seeks to provide opportunities for Targeted Small Businesses in the awarding of contracts and is authorized to award contracts to Targeted Small Businesses per the Iowa Acts of the 73rd General Assembly, 1989 Regular Session, Senate File 2274. For further information about the Targeted Small Business policies, contact the Owner. This project has a target for Targeted Small Business participation of ten percent (10%).

Bidders shall be prepared to submit a performance bond and payment bond and a two-year maintenance bond conditioned on the faithful performance of the contract. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

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 labor to the extent lawfully required under Iowa law.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Published by order of the Clear Creek Amana Community School District School Board, County of Johnson, State of Iowa.

Publish: By no later than April 25, 2024

END OF SECTION

NOTICE TO BIDDERS

WATER SYSTEM IMPROVEMENTS GRINNELL BOOSTER PUMP STATION POWESHIEK WATER ASSOCIATION 2025

Time and Place for Filing Sealed Bids. Sealed bids for the work comprising the improvements as stated below must be filed before 10:00 A.M. on **Thursday, May 22, 2025**, in the office of Poweshiek Water Association, 125 Industrial Drive, Brooklyn, Iowa 52211.

Time and Place Sealed Bids Will be Opened and Considered. Sealed bids will be opened and bids tabulated at **10:00 A.M. on Thursday, May 22, 2025** at Poweshiek Water Association Office, 125 Industrial Drive, Brooklyn, Iowa, the BIDS will be considered by the Board of Poweshiek Water Association at a public meeting to be held on Tuesday, May 27, 2025 at 8:00 o'clock A.M. at Poweshiek Water Association Office at 125 Industrial Drive, Brooklyn, Iowa. The Board reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced immediately upon issuance of a written Notice to Proceed and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security 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 form acceptable to Poweshiek Water Association, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount of 10% of the amount of the bid, as fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on a FDIC insured bank in Iowa or on a 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 Poweshiek Water Association. The bid shall contain no condition except as provided in the specifications.

Contract Documents. **Paper copies** of the bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3rd Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **One-Hundred Fifty Dollars (\$150.00)** which shall be refunded upon return of said plans and specification within fourteen (14) days after award of the project. If said plans and specifications are not returned within the time specified and in good usable condition, the deposit shall be forfeited.

Electronic project documents are available at no cost at www.gardenassociates.net by clicking on the "Bidding Documents" tab and choosing "Water System Improvement - Grinnell Booster Pump Station - Poweshiek Water Association - 2025". Project information, Engineer's cost opinion and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. The download delivery fee is \$0.00.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract.

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, to the extent lawfully required under Iowa statutes.

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.

General Nature of Improvement. The work generally consists of the following:

Booster Pump Station Improvements, LS: Lump sum price to furnish all labor, equipment and incidentals for the construction of a complete and operational booster pump station at the existing facility in Poweshiek County, Iowa; including but not limited to exterior piping connections and thrust blocks, modifications to existing below grade vault walls and floor, demolition and removal of select interior piping and equipment, ductile iron piping, pipe supports, valves, two (2) 100 gpm 3 HP pumps, pump control valve, and miscellaneous associated work for complete installation.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. The County will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment of the cost of said project will be made in cash or from such funds as may be lawfully used for said purpose. Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after final acceptance of the work by Poweshiek Water Association. Before final payment is made, the Contractor shall file with Poweshiek Water Association, lien waivers from material suppliers

and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amounts as follows will be assessed for each day that the work shall remain uncompleted after the end of the contract period with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

\$800 per working day that the work is not substantially or fully complete.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to Poweshiek Water Association on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsive, responsible, qualified bidder submitting the lowest acceptable bid for the work. Poweshiek Water Association hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be in the best interest of Poweshiek Water Association. A bidder shall not withdraw its proposal for a period of sixty (60) calendar days after the date designated for opening of proposals.

Notice to Proceed will be issued after October 1, 2025 on a date mutually agreed to by Poweshiek Water Association and Contractor. The work under the proposed contract shall begin upon the issuance of the Notice to Proceed and **be fully complete and ready for final payment on or before Friday, February 27, 2026.**

This Notice is given by authority of Poweshiek Water Association.

By: Chad Coburn, *Executive Director*

NOTICE TO BIDDERS/ADVERTISEMENT FOR BIDS
PROJECT: FLEET SHOP EXPANSION
PROJECT OWNER: JOHNSON COUNTY, IOWA CITY, IOWA

NOTICE IS HEREBY GIVEN: That sealed bids for the Fleet Shop Expansion will be received by Johnson County Board of Supervisors, at the Johnson County Administration Building – Auditors Office, 913 S Dubuque Street, Iowa City, Iowa 52240 until 2:00 PM CDST on May 15, 2025. All bids received after the above stipulated closing time for receipt of bids will be returned to the bidder unopened. All bids received in accordance with these guidelines will be publicly opened and read aloud in Betty Sass Conference Room of the Johnson County Administration Building immediately following.

The project consists of a 4,200 square foot addition to the existing pre-engineered metal building used for vehicle maintenance. The interior build out would include an office with a storage mezzanine above.

The bid is for a Prime Contract as described in the specifications. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.

A pre-bid conference will be held Thursday, May 1, 2025, at 1:00 PM CDST at the fleet shop site, 4810 Melrose Ave., Iowa City, Iowa. The Project Architect and Engineers will be on site for this meeting. The project site will be visited after the pre-bid conference.

Plans and specifications governing the construction of the proposed Work have been prepared by Vantage Architects, 4900 Bowling Street SW, Suite 100, Cedar Rapids, IA 52404, and will be available after April 25, 2025.

The Contract Documents may be examined at the office of the Architect and plan rooms listed below. Hard copies printed by the Contractor from electronic downloads will be at the Contractor's expense. Copies of the plans and specifications and other contract documents are now on file and can be ordered through the office of Rapids Reproductions at 415 Highland Ave Ste 100, Iowa City, IA 52240, by logging on to rapidsrepro.com/planroom, or calling 1-800-383-1223, and upon the deposit of \$50.00 (payable to Rapid Reproductions) or current MBI Card for paper copies, which will be refunded to upon the return of the full set documents to the printer in good reusable condition within fourteen (14) days after bid submission. A separate \$20.00 check must accompany the deposit for mailing fee (non-refundable, paid to the printer). The following information must accompany the deposit: Company name, mailing address, street address, phone number, email address and type of bidder (i.e. General, Mechanical or Electrical Subcontractor to General, or other). All prints will be delivered through UPS Ground.

ConstructConnect online plan room; www.constructconnect.com;
Dodge Data and Analytics (online plan room) (877) 784-9556; <http://dodgeprojects.construction.com>
Illowa Builders Exchange (plan room in Rock Island) (309) 788-9260;
Construction Update Online Plan Room; Master Builders of Iowa, 4100 Westown Pkwy, West Des Moines, IA 50266, 515-288-8904; <http://www.mbionline.com>
Rapids/Technigraphics 415 Highland Ave, Suite 100, Iowa City, IA 52240 (319) 354-5950/(800) 779-0093, www.rapidsrepro.com

Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder's bond payable to Johnson County in an amount equal to ten percent (10%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum. The surety providing bonds must

have an (A-) A.M. Best rating or better or be listed on the U.S. Department of Treasury listing of approved sureties (Department Circular 570). The cost of the Bonds shall be included in the Contract Sum.

Bids may not be withdrawn within forty-five (45) days after the scheduled time of opening bids, without the consent of the Owner. The award of the contract may be made by Johnson County to any responsible bidder with suitable qualifications offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The Owner reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding. Further, Johnson County reserves the right to resolicit and/or re-bid this project at any time in the future.

Award is anticipated to be made by June 5, 2025. Work under the proposed contract is to commence on 30 after contract is awarded and shall be substantially complete on or before March 15, 2026.

Monthly estimates will be paid to the contractor as the work progresses in amounts equal to ninety-five per cent (95%) of the contract value of the work completed during the preceding calendar month, including the actual cost (exclusive of overhead or profit to the contractor) of materials and equipment of a permanent nature to be incorporated in the work and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. Final payment of the remaining amount due the contractor will be made not earlier than thirty-one (31) days from the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapters 26 and 573 of the Code of Iowa.

Sales Tax. Iowa sales tax will not be paid on materials purchased for this project. The Owner will issue a sales tax exemption certificate.

By order of the Contracting Authority.

Date this 24th Day of April, 2025

/s/ Julie Persons, Auditor
Johnson County, Iowa

SECTION 00 1113

NOTICE TO BIDDERS

RFB #937200-01

The Iowa Department of Administrative Services will be receiving bids for the plumbing replacement in Building 20 at Mount Pleasant Correctional Facility, Mount Pleasant, Iowa 52641.

The Iowa Department of Administrative Services anticipates construction to begin on July 7th, 2025 and end on May 29th, 2026.

Bids must be received no later than **02:00 pm, Wednesday, May 28th, 2025**. Late bids will not be considered. Bids shall be submitted on [IMPACS Electronic Procurement System](#). The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

Bid Opening

The time and place of bid opening will be held at meet.google.com/iyf-cvmf-ktp and teleconference number 541-933-0313 Pin: 468 168 964 at 03:00 pm on May 28th, 2025.

The Iowa Department of Administrative Services reserves the right to reject any and all bids, and to waive irregularities and to accept a bid that is deemed in the best interest of the State of Iowa.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government.

This project is exempt from Iowa Sales Tax. Davis Bacon Wages **will not** apply to this project.

Questions must be submitted by 02:00 pm, May 19th, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 02:00 pm, May 19th, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Tuesday, May 13th, 2025 at 01:00 pm at Mount Pleasant Correctional Facility at 1200 E Washington St., Mount Pleasant, Iowa 52641. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name MPCF Bldg 20 Plumbing Replacement, Dated 03/25/2025 and the Project Manual prepared by Shive-Hattery dated 03/25/2025, may be obtained from Rapids Reproduction by visiting www.rapidsrepro.com or by calling (515) 251-3222 on Monday, April 28, 2025

For further information regarding this project contact:
Michael Bradbury – Issuing Officer
Phone: (515) 823-9327
E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 001113 - NOTICE TO BIDDERS FOR THE Renovations to Rise – Oelwein, Rise, LTD. hereafter referred to as the Owner.

Notice is hereby given that the Owner, 106 Rainbow Drive, Elkader, Iowa 52043 invites contractors to submit bids for this project and that a public hearing will be held on the on the project.

Project Description: The proposed project consists of Exterior work includes select demolition of approx. 6,250 square feet of asphalt shingles; new exterior window, standing seam roofing with new gutters and downspouts; concrete footings and wood framed canopy, Interior work includes select demolition of approx. 3,125 square feet, new interior wood framed partitions, gypsum board, ceramic, and vinyl finishes; new plastic laminate casework and counter tops; new interior doors and hardware, and acoustic ceiling system; new plumbing piping and plumbing fixtures, new light fixtures.

Bid Type:

One lump sum contract will be awarded at the appointed time and place.

Pre-Bid Conference: A pre-bid meeting for all Contractors, Subcontractors and suppliers will be held at the Rise – 16 1st Street SW, Oelwein, Iowa 50662 on May 15, 2025 at 3:30 pm local time.

Project Access: The building will only be available for inspection during the pre-bid meeting.

Documents: Plans and specifications governing construction of the proposed project have been prepared by Martin Gardner Architecture PC., Marion, Iowa as Architect. All materials and procedures shall be in strict accordance with said plans and specifications referred to and defining said proposed improvements and are hereby made a part of this Advertisement and of the proposed contract by reference, and that the contract shall be executed in compliance therewith.

Document Availability: Plans and specifications and proposed contract documents may be examined at the offices of the Architect, and other locations as outlined in the Construction Documents. Copies of the plans and specifications, form of contract and bid form may be obtained from Rapids Reproductions, 6015 Huntington Court NE, Cedar Rapids, IA 52402, (319) 364-2473. You may also access and request plans by visiting their online Plan Room on their website at www.RapidsRepro.com. Rapids Reproductions will issue plans to all Contractors. A maximum of two sets of Construction Documents will be provided to each General Contractor upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. All other Subcontractors and Suppliers may obtain one set of Construction Documents upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. A link to the drawings and specifications are also available at the architect's website www.MartinGardnerArch.com. Plans and specifications to be viewed are in Adobe .pdf format and may be downloaded and printed. Be aware that no warranty as to the compatibility of your computer software or hardware with the files provided is made. Variations between the printed files provided above by the Architect and these electronic files may exist. In the event that a conflict does exist, the printed documents issued by the Architect will take precedence over the downloaded files.

Bid Forms: All bids shall be on the forms provided in the specifications for project. The provided forms of proposal shall be submitted at the time required for bids.

Bid Security: Each bid shall be accompanied by a bid bond, certified check, cashier's check or credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. If bid

bond is submitted, it must be on an approved AIA bid bond form. The certified check or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union chartered under the laws of the United States. Bid security should be made payable to the Owner as security that if awarded a contract the bidder will enter into a contract at the prices bid and furnish the required Contractor's Bonds, Certificate of Insurance, and other materials as may be required in the contract documents. 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 and file acceptable Certificate of Insurance within ten (10) days after the acceptance of the proposal by the Owner. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Project Bonding: The successful bidder shall be required to furnish a Contractor's Performance and Labor and Material Payment Bond on an approved AIA form in an amount equal to one hundred percent (100%) of the contract price. The bonds are to be issued by responsible surety, approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for and of all materials and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the work contracted for a period of one (1) year from the date of final acceptance of the improvements by the Owner.

Sales Tax: The said project is a tax-exempt project. The Owner will issue exemption certificates from the Iowa Department of Revenue, as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials or the completion of the project.

Bid Filing: All bids must be filed at the office of Martin Gardner Architecture so that they are properly time stamped and received., located at 102 South Frederick Ave, Suite 1, Oelwein, Iowa, on or before 3:30 pm local time, May 22, 2025. Bids received after this time will not be accepted.

Bid Opening: Bids will be opened and publicly read aloud immediately after specified closing time

Award of Contract: Notice is hereby given that the Owner will meet at Rise, Ltd., 106 Rainbow Drive, Elkader, Iowa on May 28, 2025 @ 5:15 pm at which time and place the Owner will consider bids for said construction. CBDG will then review and approve award of contract.

Progress Payments: Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final Payment: Final payment to Contractor will be made no earlier than forty-five (45) days from and after final acceptance of work by the Owner, subject to the contract conditions and in accordance with the provisions of Iowa Code chapters 26 and 573.

Source of Funding: Payment of the cost of said project will be made in cash and used for said purposes. The Owner has received a Community Development Block Grant (CDBG) that will be used for partial funding of the project and which

Prevailing Wages: This project requires federal prevailing wage rates. Davis-Bacon wage rates are to be used on this project. Current wage rates and fringes can be found at "sam.gov". Submission of a bid is surety by the contractors that the most current Davis-Bacon wage determinations have been calculated for all wages and fringes. If a contractor

uses wages and fringes lower than the posted amounts, it will be the contractor's responsibility to compensate laborers up to the appropriate amounts without additional compensation by the Owner.

At a minimum, the awarded contractor will be required to submit each employee's self-certified income (for those working on the project) to the CDBG administrator to meet Section 3 requirements.

Other Project Requirements: 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. This project's BABA requirements are steel and Iron only. 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.

CDBG - Section 3 Language 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>

Project Construction Schedule: The work under the contract shall commence on or before the date specified in the written 'Notice to Proceed' or in lieu of the notice to proceed, the execution of the contract for construction, and shall be Substantially Completed on or before December 31, 2025 and fully completed and ready for acceptance no later than January 30, 2026

Iowa Preference: By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities and to accept the lowest responsive and responsible bid.

Published upon order of the Rise, LTD.

Allan Nelson
 Board Chair

By _____

Attest: _____

NOTICE TO BIDDERS

2024 FEMA Levee Repairs
Paxton Hole
Pigeon Creek Drainage District No. 2
Pottawattamie County, Iowa
BMI Project No. 24X.135374.000

Time and Place for Filing Sealed Proposals. Sealed bids for the work as stated below must be filed before 10:00 a.m., Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129; Phone: 515-766-4423.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 a.m. on Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, for consideration by the Pigeon Creek Drainage District No. 2 Trustees at their meeting. The Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa reserve the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than September 12th, 2025. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35a of the Iowa Code in the amount equal to five percent (5%) of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$0.00 per set, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your request to Bolton & Menk, Inc., 114 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, Phone: 515-766-4423. You may view the digital plan documents for free by entering Quest Project #9658376 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, 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, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The County Auditor will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

Project Description. Work shall include repairing the 2024 Flood Damage including filling holes, scour repairs, and all associated work and incidentals required to complete the project.

This Notice is given by authority of the Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa
Mary Ann Hanusa, Pottawattamie County Auditor

NOTICE TO BIDDERS

2024 FEMA Levee Repairs
Dilts East Hole
Pigeon Creek Drainage District No. 2
Pottawattamie County, Iowa
BMI Project No. 24X.135374.000

Time and Place for Filing Sealed Proposals. Sealed bids for the work as stated below must be filed before 10:00 a.m., Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129; Phone: 515-766-4423.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 a.m. on Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, for consideration by the Pigeon Creek Drainage District No. 2 Trustees at their meeting. The Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa reserve the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than September 12th, 2025. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35a of the Iowa Code in the amount equal to five percent (5%) of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$0.00 per set, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your request to Bolton & Menk, Inc., 114 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, Phone: 515-766-4423. You may view the digital plan documents for free by entering Quest Project #9660478 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, 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, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The County Auditor will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

Project Description. Work shall include repairing the 2024 Flood Damage including filling holes, scour repairs, and all associated work and incidentals required to complete the project.

This Notice is given by authority of the Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa
Mary Ann Hanusa, Pottawattamie County Auditor

NOTICE TO BIDDERS

2024 FEMA Levee Repairs
Dilts West Hole
Pigeon Creek Drainage District No. 2
Pottawattamie County, Iowa
BMI Project No. 24X.135374.000

Time and Place for Filing Sealed Proposals. Sealed bids for the work as stated below must be filed before 10:00 a.m., Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129; Phone: 515-766-4423.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 a.m. on Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, for consideration by the Pigeon Creek Drainage District No. 2 Trustees at their meeting. The Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa reserve the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than September 12th, 2025. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35a of the Iowa Code in the amount equal to five percent (5%) of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$0.00 per set, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your request to Bolton & Menk, Inc., 114 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, Phone: 515-766-4423. You may view the digital plan documents for free by entering Quest Project #9660481 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, 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, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The County Auditor will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

Project Description. Work shall include repairing the 2024 Flood Damage including filling holes, scour repairs, and all associated work and incidentals required to complete the project.

This Notice is given by authority of the Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa
Mary Ann Hanusa, Pottawattamie County Auditor

NOTICE TO BIDDERS

2024 FEMA Levee Repairs
Schultz Hole
Pigeon Creek Drainage District No. 2
Pottawattamie County, Iowa
BMI Project No. 24X.135374.000

Time and Place for Filing Sealed Proposals. Sealed bids for the work as stated below must be filed before 10:00 a.m., Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129; Phone: 515-766-4423.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 a.m. on Wednesday, May 14th, 2025, in the office of Bolton & Menk, Inc., 116 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, for consideration by the Pigeon Creek Drainage District No. 2 Trustees at their meeting. The Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa reserve the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than September 12th, 2025. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35a of the Iowa Code in the amount equal to five percent (5%) of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$0.00 per set, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your request to Bolton & Menk, Inc., 114 North Wilson Avenue, PO Box 68, Jefferson, Iowa 50129, Phone: 515-766-4423. You may view the digital plan documents for free by entering Quest Project #9658379 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, 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, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The County Auditor will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

Project Description. Work shall include repairing the 2024 Flood Damage including filling holes, scour repairs, and all associated work and incidentals required to complete the project.

This Notice is given by authority of the Trustees of Pigeon Creek Drainage District No. 2, Pottawattamie County, Iowa
Mary Ann Hanusa, Pottawattamie County Auditor

NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS

Notice is hereby given that the Board of Trustees of the Waterloo Water Works of the City of Waterloo, Iowa, will meet in the office of the General Manager, 325 Sycamore Street, Waterloo, Iowa, at 8:30 a.m., local time, May 21, 2025, at which time and place said Board will conduct a public hearing on the proposed adoption of Plans and Specifications and Form of Contract and estimate of cost for the 2025 Heartland Hills Area Phase 3 Water Main Replacement Project, as described in detail in the Plans and Specifications prepared by Wayne Claassen Engineering and Surveying, Inc., now available for review and on file in the office of the General Manager of the Waterloo Water Works

At the aforesaid time and place, the Board will consider any objections which may be offered to said Plans and Specifications, Form of Contract and estimate of cost and to the making of said improvement. The public may file written objections thereto with the General Manager before said hearing, or appear and make objections thereto with the General Manager before said hearing, or appeal and make objection at said hearing.

The extent of the work involved includes directionally drilled 8-inch diameter water main installations on Fleur Drive from Sager Avenue to Monterey Drive with a total installed length of approximately 1800 ft., Monterey Drive from Aspen Drive to Edgewood Drive with a total installed length of approximately 675 ft, Aspen Drive from approximately 165' South of Matthew Drive to Edgewood Drive with a total installed length of approximately 1285 ft, Onawa Drive from Fleur Drive to Edgewood Drive with a total installed length of approximately 345 ft and Del Matro Road from Aspen Drive to Fleur Drive with a total installed length of approximately 395 ft. plus water services and appurtenances to replace existing water mains and to construct new water mains in the City of Waterloo, Iowa in public easements and road right of ways.

The Contractor shall commence construction within ten (10) calendar days of the issuance of a Notice to Proceed by the Engineer. The Contractor shall be substantially complete with the Project by November 21, 2025 and shall be entirely complete with all aspects of the project including all permanent seeding and restoration by May 31, 2026. Substantially complete shall mean approved installation, disinfection and testing of all new water mains, water services and water service connections to the new water mains, final restoration of all driveways, sidewalks and street curb and gutter and pavements. Substantially complete shall also mean restoration of all areas that are grassed or vegetated to the maximum extent possible, including re-grading disturbed areas to pre-construction conditions and seeding, fertilizing and mulching said areas with permanent seeding wherever possible within the Iowa SUDAS fall seeding window and stabilizing all other areas with stabilizing seeding and mulching.

Proposals for said improvement shall be filed in the aforesaid office before 10:00 a.m. on May 13, 2025. The sealed proposals will be thereafter publicly opened and will be immediately read and recorded. All proposals shall be made on official Proposal Forms furnished by the Board of Trustees of the Waterloo Water Works, Waterloo, Iowa, and must be enclosed in a separate sealed envelope and plainly identified as a bid for the aforesaid project, and addressed to

the Waterloo Water Works Board of Trustees, Waterloo, Iowa. Each proposal shall be accompanied in a separate envelope by either cash, a certified check drawn on a solvent state, or national bank; or a bid bond, in the form set out in the Specifications, executed by a corporation authorized to contract as a surety in the State of Iowa in the amount equal to five percent (5%) of the amount of the proposal, made payable to the of the Treasurer of the Waterloo Water Works Board of Trustees of Waterloo, Iowa. The bid deposit may be forfeited to the Board of Trustees as liquidated damages in the event the successful Bidder fails to enter into a contract and maintenance of said improvements as required by law within 10 days after the acceptance of the proposal. No Bidder may withdraw a proposal within 30 days after the date set for opening bids.

The successful Bidder shall be required to furnish corporate surety bonds in an amount equal to 100% of its contract price, said bonds to be issued by a responsible surety approved by the Board of Trustees, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Board of Trustees from claims and damages of any kind caused by the operation of the contractor and shall also guarantee the maintenance of the improvements in good repair for a period of two (2) years from and after the completion and acceptance by the Board of Trustees.

The contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as same is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Board. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the Waterloo Water Works is satisfied that material, men and laborers have been paid.

Plans and Specifications governing the construction of the proposed improvements have been prepared by Wayne Claassen Engineering and Surveying, Inc., which plans and specifications and also the prior proceedings of the Board referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

The contract documents are now available at the Waterloo Water Works office of the General Manager at the aforesaid address.

Plans and Specifications are obtainable by a qualified bidder from the Engineer upon payment of \$25.00 (\$35.00, if mailed) (\$50.00, if over-nighted). \$25.00 of the payment is refundable. The prime contractor, subcontractors, or suppliers working on the project shall retain their own set of plans and specifications for use on the project.

The prime contractor will be supplied with the needed number of reduced sets of plans and specifications at no additional cost. Full-sized sets of plans will be available at \$30.00 per set or individual full-sized sheets at \$0.75 per sheet.

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the Waterloo Water Works Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, for each day, as further described herein, in excess of the authorized time.

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by Waterloo Water Works officials, the prime contractor, and all subcontractors, if any.

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the Waterloo Water Works.

Consideration will be given to the lowest responsible bidder submitting a sealed proposal, provided, however, that the Board reserves the right to reject any and all bids. In evaluating and awarding the contract, the Board will give consideration and weight to the bid which offers the best basis of construction, quality, probable service life and availability of relocation parts for equipment utilized and shall give due consideration to past experience with the bidder. If a bidder has shown substandard performance on previous Waterloo Water Works projects or projects of similar scope for other entities that has resulted in substandard performance, higher project administration costs or higher project oversight costs for the Waterloo Water Works or for the owners of projects of similar scope contracted by the bidder for other entities, the bid of the bidder may be rejected by the Waterloo Water Works.

BOARD OF WATER WORKS TRUSTEES
CITY OF WATERLOO, IOWA

By _____
Chad Coon,
General Manager

SECTION 00 1113

NOTICE TO BIDDERS

RFB #927940-01

The Iowa Department of Administrative Services will be receiving bids for replacing the steam system with hot water in the Birches, Powerhouse, and Dispatch Garage buildings, installing new chilled water systems in the Medical Center and Elmcrest buildings and replacing the fire alarm system in the Birches and Powerhouse buildings at Woodward Resource Center 1251 334th Street, Woodward, Iowa 50276.

The Iowa Department of Administrative Services anticipates construction to begin on June 23, 2025 and end on May 29, 2026.

Bids must be received no later than **2:00 pm, Wednesday, May 14, 2025**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System. The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

Bid Opening

The time and place of bid opening will be held at meet.google.com/jbt-gber-msw and teleconference number 518-672-1732 Pin: 411 639 512# at 3:00 pm on May 14, 2025.

The Iowa Department of Administrative Services reserves the right to reject any and all bids, and to waive irregularities and to accept a bid that is deemed in the best interest of the State of Iowa.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government.

This project is exempt from Iowa Sales Tax. Davis Bacon Wages **will not** apply to this project.

Questions must be submitted by 10:00 am, May 7, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 10:00 am, May 7, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Wednesday, April 30, 2025 at 10:00 am at Story Construction CP2.0 trailer at Woodward Resource Center at 1251 334th Street, Woodward, Iowa 50276. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name WRC Decentralization Phase 4 & Fire Alarm Phase 3 Bid Issuance #1, Dated 03/14/2025 and the Project Manual prepared by Shive-Hattery dated 03/14/2025, may be obtained from Rapids Reproductions by visiting www.rapidsrepro.com or by calling (515) 251-3222 on Monday through Friday 8:00 am to 5:00 pm.

For further information regarding this project contact:

Michael Bradbury – Issuing Officer

Phone: (515) 823-9327

E-Mail: construction.procurement@iowa.gov

END OF SECTION