

(Form of Notice of Hearing and Letting)

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC
HEARING**

JURISDICTION OF CITY OF NORWAY PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the City of Norway on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 5:30 P.M. on November 9, 2026, in said Norway Public Library for the Water Distribution System - Pressure Booster Station project.

Sealed bids for the work comprising each improvement as stated below must be filed before 2:00, P.M. according to the clock the office of Norway City Hall on November 4, 2026, in the office of the Norway City Hall. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 2:00 P.M. on November 4, 2026 at Norway City Hall for consideration by the City Council at its meeting on November 9, 2026.

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

The contract documents may be examined at Norway City Hall. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 900 Bell Dr SW, Cedar Rapids, IA 52404 upon receipt of a \$50.00 deposit. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the Water Distribution System - Pressure Booster Station project on the left. Project information, engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

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 the Public Improvement

This project involves furnishing all labor, materials, and equipment necessary for the construction, installation, and startup of water distribution system improvements including installation of new booster and fire flow pumps, installation of booster station building, installation of mixer in existing water tower, installation of 8" water main at booster station, installation of pressure reducing valves, and other miscellaneous items required to complete the work. Bid Alternate A includes the replacement of existing 4" water main with 6" water main. The project will take place on and along Park Drive and Line Street in the City.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, 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 a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of 5% of the total amount of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an 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 the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The *City of Norway* reserves the right to defer acceptance of any bid for a period of up to sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period. If requested, the bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by the *City of Norway* and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless *The City of Norway* from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The *City of Norway*, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall complete the project no later than *March 24, 2028*. Should the contractor fail to complete the work in this timeframe, liquidated damages of *\$1,000.00* per calendar day will be assessed for work not completed within the designated contract term. Liquidated damages can be assessed against both completion dates.

The *City of Norway* does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

The project funding includes State Revolving Funds (SRF) and a Community Development Block Grant (CDBG). The Contractor shall comply with funding requirements, which are included with the bidding documents. Award of contract is subject to the requirements of the Iowa Economic Development Authority. Pursuant to the requirements of the Community Development Block Grant, Davis-Bacon wage rates are to be used on this project. Current federal prevailing wage rates are included in the bidding documents, and it is the Contractor's responsibility to make sure that they are using the most current rates at the time of bid opening. Wage rates should be reviewed prior to submitting a proposal the day of bid opening.

This project is being funded by the Community Development Block Grant (CDBG). This project is subject to Davis Bacon prevailing wages and Section 3 regulations. Current federal prevailing wage rates are included in the bidding documents, and it is the Contractor's responsibility to make sure that they are using the most current rates at the time of bid opening. Wage rates should be reviewed prior to submitting a proposal the day of bid opening. Section 3 language is included in the bid documents. Award of this project is subject to the requirements of the Iowa Economic Development Authority.

- 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/RegisterBusines>

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 Acts ("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.

This Notice is given by the authority of the City of Norway

City of Norway