

NOTICE TO BIDDERS

FOR THE CONSTRUCTION OF LIFT STATION IMPROVEMENTS FOR THE CITY OF ROCKWELL CITY, IOWA

Sealed bids will be received by the City Clerk of Rockwell City, Iowa at City Hall, 335 Main Street, Rockwell City, Iowa before **2:00 p.m.** on the **2nd day of December, 2021**, for the construction of the Lift Station Improvements in and for the City of Rockwell City, Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Rockwell City Council at their meeting on **December 6th, 2021, at 5:30 p.m.**, at City Hall, 335 Main Street, Rockwell City, Iowa, at which time and place the Council may take action on the proposals submitted or at such time as may then be fixed.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Old Highway 20 Lift Station Improvements

Improvements to the existing lift station including new above ground valve vault, two 220 GPM submersible effluent pumps, process piping, controls, generator, and all other miscellaneous work to complete the project.

Tonawanda Street Lift Station Improvements

Replacement of the existing lift station with a concrete wet well, above ground valve vault, two 300 GPM submersible effluent pumps, process piping, controls, generator, and all other miscellaneous work to complete the project.

The general project location is as follows:

Old Highway 20 Lift Station - **942 High Street, Rockwell City, IA.**

Tonawanda Street Lift Station – **451 Tonawanda Street, Rockwell City, IA.**

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by I+S Group, Inc. (ISG) of Storm Lake, Iowa, which, together with the proposed form of contract, have heretofore been approved by the City, and are now on file for public examination in the office of the City Clerk, and are by this reference made part hereof as though fully set out and incorporated herein.

All proposals shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Rockwell City, Iowa.

Each proposal shall be accompanied by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa, and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred per cent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City, including but not limited to, the net revenues of the Wastewater Department, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Rockwell City is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed. The work shall be substantially completed by **October 28th, 2022**, subject to any changes in the contract period as provided for in these specifications.

Liquidated damages in the amount of **\$500** per calendar day will be assessed for each day that the work shall remain uncompleted after the **above referenced completion date** with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form and SRF Front-end Specification forms with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from ISG, 1725 Lake Ave N., Storm Lake, IA 50588, (712) 732-7745 upon deposit of one hundred dollars (\$100.00) which shall be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.isginc.com.

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.

Section 3 clause

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 135, 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 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.

E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Published upon order of the City of Rockwell City, Iowa.

CITY OF ROCKWELL CITY, IOWA

BY /s/ Phil Heinlen
Mayor

ATTEST:
BY /s/ Kelly Smidt
City Manager