

ADVERTISEMENT FOR BIDS/NOTICE TO BIDDERS

CITY OF MILES, IOWA WASTEWATER TREATMENT FACILITY 2021

Sealed Bids for the construction of the City of Miles Wastewater Treatment Facility (WWTF) 2021 project will be received by the City of Miles, at the office of the City Clerk, PO Box 309, 430 Ferry Road, Miles, Iowa 52064 until 10:00 a.m. local time on January 14, 2022, at which time and place the Bids received will be publicly opened and read. The City Council will accept and consider the Bids received at 6:00 p.m. local time on January 19, 2022, at City Hall, 430 Ferry Road, Miles, Iowa 52064.

The Project consists of constructing an Influent Pump Station at the Existing WWTF Site; a Force Main to deliver flow to the Proposed WWTF Site; and a new 3-Cell Controlled Discharge Lagoon WWTF at the Proposed WWTF Site. Demolition of the existing mechanical treatment plant at the existing WWTF Site will be included. The Work will take place at the respective WWTF sites, which are owned by the City, and in and along easements, City ROW, and Iowa DOT ROW on the north side of the City of Miles, Iowa.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is the Engineer: Origin Design Co., 137 Main St. Ste 100, Dubuque, Iowa 52001.

Prospective Bidders may examine the Bidding Documents at the Issuing Office between the hours of 8:00 a.m. to 5:00 p.m. Monday through Thursday, and 8:00 a.m. to 12:00 p.m. on Friday at the office of the Engineer, Origin Design Co., 137 Main St. Ste 100, Dubuque, Iowa. Bidding Documents may also be examined at the office of the City Clerk at 430 Ferry Road, Miles, Iowa on Monday, Wednesday and Friday between the hours of 7:00-11:00, and on Tuesday and Thursday between the hours of 7:00-4:00. Bidding Documents may also be examined on-line at Rapids Repro, Master Builders of Iowa, Construct Connect, and Dodge Reports.

Electronic and/or printed copies of the Bidding Documents may be obtained from Tri-State Blueprint/Rapids Reproduction at www.rapidsrepro.com, phone (563) 556-3030. No deposit is required. The date that the Bidding Documents are transmitted will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than Tri-State Blueprint/Rapids Reproduction.

Work on the improvement shall commence on or before the date specified in the written "Notice to Proceed" and shall be Substantially Complete on or before April 7, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before April 28, 2023. Milestone No. 1 (Pump Station and WWTF Operation) shall be complete on or before December 9, 2022. Liquidated damages in the amount of \$1,500 per day will be assessed for each day that Milestone No. 1 work shall remain uncompleted after the end of the Milestone No. 1 completion date; \$750 per day will be assessed for each day that the work shall remain uncompleted after the end of the Substantial Completion date; and following Substantial Completion, \$750 per day will be assessed for each day that the work shall remain uncompleted after the end of the ready for final payment date, with due

allowance for extension of contract period due to conditions beyond the control of the Contractor, as approved by the Owner.

A pre-bid conference will not be held.

Bid security shall be furnished in accordance with the Instructions to Bidders. Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8 and as specified by the Owner. The bid security shall be 10 percent of the total amount of the Bid.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders. Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed unresponsive. This may result in the bid being rejected by the Owner.

Bidders should not include sales tax in the bid. Sales tax exemption certificates will be issued in accordance with Iowa Code 423.3, subsection 80, and provided to the contractor and subcontractors for all material purchased for incorporation in the project.

Correction Period: The improvements shall be kept and maintained in good repair for a period of 1 year after final acceptance of the project by the Owner.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa to the extent lawfully required under Iowa statutes.

This project has been awarded funds from the Iowa State Revolving fund program. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System website will be prohibited from the bidding process. Anyone submitting a bid who is listed in this website will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31. Contractors shall fully comply with the requirements, terms and conditions of the Disadvantaged Business Enterprise (DBE) requirements. Said requirements are contained in the specifications. DBEs are encouraged to participate in this project.

Per SRF funding requirements, American Iron and Steel (AIS) provisions apply to this project. Iron and steel products for this project must be produced in the United States in accordance with the H.R. 3547 - Consolidated Appropriations Act 2014.

This project will be partially funded with Federal funds in the form of a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) and administered by the Iowa Economic Development Authority (EDA) and therefore is subject to the Federal laws and regulations associated with that program. The program has special requirements and certifications that are implemented into the Bidding Requirements and Contract Documents.

Davis-Bacon prevailing wage rates will apply to this project and are included in this specification or will be provided in an addendum.

The following clause is incorporated as a part of CDBG funding requirements:

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).

The Bid totals will be available at and after the public Bid Opening. However, an itemized Bid tabulation, if applicable, will not be publicly available until after the Owner awards the Contract and the funding agency award concurrence is obtained.

Time for completion of the Project shall be on the date specified in the "Agreement". Work shall commence only after the date specified in the "Notice to Proceed" issued after award of Contract.

The City of Miles, Iowa hereby reserves the right to reject any or all bids and to waive informalities and irregularities and award a contract to the lowest, responsive, responsible Bidder.

Owner: City of Miles, Iowa

By: Brenda Tebbe

Title: City Clerk

Date: Published in the Preston Times on December 15, 2021

Posted on the Iowa League of Cities and Master Builders of Iowa/Construction Update
Plan Room websites on December 15, 2021

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