

NOTICE TO BIDDERS
Water Treatment Plant Improvements and Incidental Work

Sealed proposals will be received by the City Clerk of the City of Terril, Iowa, at City Hall, 107 South State Street, Terril, Iowa, before 1:30 p.m. on the 9th day of May, 2024, for the construction of the Water Treatment Plant Improvements and Incidental Work. Bids received after the deadline for submission of bids shall not be considered and shall be returned to the late bidder unopened.

Proposals will be opened, and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be considered by said City at the May 13, 2024 City Council Meeting, to be held at 6:00 pm at Terril City Hall, or at such later time and place as then may be fixed.

The nature and extent of the improvements are as follows:

WATER TREATMENT PLANT IMPROVEMENTS AND INCIDENTAL WORK

Provide all labor, equipment and materials necessary to construct the Water Treatment Plant Improvements including new water treatment plant building, new iron removal filters, new softening equipment, electrical and control equipment; new chemical storage and feeding equipment; new generator equipment and miscellaneous associated work, and cleanup. The new Water Treatment Plant will be located on a vacant lot at 103 South First Street, near the water tower as shown on the plans. The well electrical work is on city land located north of Main Street and west of N14.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Terril, Iowa, and by this reference made a part hereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by bid security as defined in Iowa Code Section 26.8. The Bidder's security shall be in the form of either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa. The bid security shall equal five percent (5%) of the bid.

The bid security should be made payable to the CITY OF TERRIL, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

To the extent allowed by law, preference will be given to projects and provisions grown, and coal produced within the State of Iowa.

To the extent allowed by law, 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.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid. The City reserves all its rights, including but not limited to, the right to determine the lowest responsive, responsible bidder and to reject any and all bids and rebid the Project.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem to be in the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) from the date of receiving bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall be substantially completed within 450 calendar days from the date of the written Notice to Proceed. The Notice to Proceed is anticipated to be issued on May 15, 2024.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Water Revenue Bonds, which will be payable solely and only out of the future net revenues of the water utility, or (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; or (3) cash from such general funds of said City as may be legally used for such purpose, or (4) federal or state grants, or (5) state revolving loan funds.

Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to the material and equipment and protect its interest therein, including applicable insurance. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City will, within thirty (30) days of presentation to it of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

Prior to substantial completion, the City, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The City shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. 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.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1965 (AS AMENDED).

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 BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS PROPOSAL.

A Section 3 business 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 Youth Build participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://hudapps.hud.gov/OpportunityPortal/>

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk and may be examined at City Hall. Complete sets of the plans, specifications, and bidding documents may be obtained from Engineer at the Engineer's office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$25 for standard USPS mail delivery or normal UPS ground deliver. Any special shipping / mailing requests will be at bidder's cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD, CD, or flash drive) or by email where file size will allow.

This notice is given by order of the Council of the City of Terril, Iowa.

CITY OF TERRIL, IOWA

Julie Theisen, Mayor

ATTEST:

Ann Van De Walle, City Clerk