

## NOTICE TO BIDDERS

### MAPLE STREET WATER MAIN IMPROVEMENTS CRESTON, IOWA 2024

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M. on Thursday, June 6, 2024**, in the office of the Office Manager, Creston Water Works Office, 820 S Park Street, Creston, Iowa 50801.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **2:00 P.M. on Thursday, June 6, 2024**, in the office of the office of the Office Manager, Creston Water Works Office, 820 S Park Street, Creston, Iowa 50801, for consideration by the City of Creston Water Works (CCWW) at its meeting at **5:30 P.M. on Tuesday, June 11, 2024** in the Creston Water Works Office, 820 S Park Street, Creston, Iowa 50801. The CCWW 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 the Jurisdiction, 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 fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on an 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 the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

Contract Documents. **Electronic project documents are available at no cost** at [www.gardenassociates.net](http://www.gardenassociates.net) by clicking the "Bid Documents" link and choosing the "MAPLE STREET WATER MAIN IMPROVEMENTS – CRESTON IOWA- 2024" project on the left side of the page. 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. Download delivery fee is \$0.00, or Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., 806 Wyoming Ave., Creston, Iowa 50801 upon deposit of **One Hundred Dollars (\$100.00)** which shall be refunded upon return of said plans and specifications within fourteen (14) days after award of the project. If said plans and specifications are not returned within the time specified and in a reusable condition, the deposit shall be forfeited. Copies of said specifications are also on file at the Creston City Hall.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City of Creston Water Works 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 Tuesday, June 11, 2024** in the Creston Water Works Office, 820 S Park Street, Creston, Iowa 50801.

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 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.

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

Maple Street Water Main Improvements

Trench Foundation - 30 TON; Trench Compaction Testing – 1 LS; Water Main, Trenched, C900 PVC, 6” – 1,160 LF; Water Main, Trenched, C900 PVC, 10” – 20 LF; Water Main with Casing Pipe, Trenched, 10” Casing Pipe, 6” Water Main – 60 LF; Water Service Pipe, Type K Copper, 1” – 1,122 LF; Water Service Pipe, Type K Copper, 1-1/2” – 33 LF; Water Service Pipe, Type K Copper, 2” – 18 LF; Water Service Corporation, 1” – 31 EA; Water Service Corporation, 1-1/2” – 3 EA; Water Service Corporation, 2” – 1 EA; Water Service Curb Stop and Box, 1” – 31 EA; Water Service Curb Stop and Box, 1-1/2” – 3 EA; Water Service Curb Stop and Box, 2” – 1 EA; Gate Valve, 6” – 4 EA; Gate Valve, 10” – 2 EA; Fire Hydrant Assembly – 1 EA; Removal of Existing Fire Hydrant – 1 EA; Curb Stop and Box Removal – 8 EA; Water Main Connection No. 1 – 1 EA; Water Main Connection No. 2 – 1 EA; Water Main Connection No. 3 – 1 EA; Full Depth Patch, PCC, 7” Thick – 721 SY; Full Depth Patch, PCC w/ Brick Surfacing, 7” Thick – 640 SY; Removal of Sidewalk – 355 SY; Removal of Driveway – 42 SY; Sidewalk, PCC, 5” Thick – 346 SY; Sidewalk, PCC, 6” Thick – 9 SY; Detectable Warning – 20 SF; Driveway, Paved, PCC, 6” Thick – 42 SY; Painted Pavement Markings, Solvent/Waterborne – 36 STA; Painted Symbols and Legend – 1 EA; Temporary Traffic Control – 1 LS; Conventional Seeding, Fertilizing, and Mulching – 1 LS; Mobilization – 1 LS.

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. Jurisdiction 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 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.

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.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction 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 amount of **Five Hundred Dollars (\$500.00)** per working day 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.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Creston 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. The City of Creston 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 for the best interest of the City of Creston. A bidder shall not withdraw its proposal for a period of **60** calendar days after the date designated for opening of proposals.

The work under the proposed contract shall be fully completed and ready for final payment within **80** working days. It is anticipated that the Notice to Proceed will be issued on or after **July 15, 2024**.

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).

Section 3 Businesses are encourage to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

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>

This Notice is given by authority of the City of Creston Water Works.

Steve Gutherie, General Manager  
City of Creston Water Works

*ATTEST:*

Jenny Berning, Office Manager