

## NOTICE TO BIDDERS

### FOR THE CONSTRUCTION OF WEST BEND PRODUCTION WELL NO. 8 FOR THE CITY OF WEST BEND, IOWA

Sealed bids will be received by the City Clerk of West Bend, Iowa at City Hall, 301 South Broadway, West Bend, Iowa, before **10:00 a.m.** on the **20th day of August, 2024**, for the construction of West Bend Production Well No. 8 for the City of West Bend, 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 West Bend City Council at their meeting on **August 26<sup>th</sup> 2024 at 7:00 p.m.**, at City Hall, 301 South Broadway, West Bend, 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 City Council will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost for West Bend Production Well No. 8, West Bend, Iowa at the meeting on **August 26<sup>th</sup> 2024 at 7:00 p.m.**, at City Hall, 301 South Broadway, West Bend, Iowa. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

The project is located at 401 2<sup>nd</sup> Street SW, West Bend, Iowa, 50597. The general description of types of construction and their limits for which bids will be received shall be as follows:

#### **Production Well No. 8 Base Bid 1**

Includes the following:

1. Construction of a new public water supply well utilizing stainless steel casing and approximately 275 linear feet of 6" water main.
2. Plugging of 5 existing wells.
3. Construction of process piping inside the water treatment plant to connect Well #8.
4. Any other miscellaneous items for the completion of project per contract plans and specifications.

#### **Production Well No. 8 Base Bid 2**

Includes the following:

1. Construction of a new public water supply well utilizing carbon steel casing and approximately 275 linear feet of 6" water main.
2. Plugging of 5 existing wells.
3. Construction of process piping inside the water treatment plant to connect Well #8.
4. Any other miscellaneous items for the completion of project per contract plans and specifications.

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 ISG (I&S Group, Inc.) of Storm Lake, Iowa, which, together with the proposed form of contract, 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 West Bend, 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 **two (2) years** from the time of acceptance of said improvements by the City. This project is also funded through IEDA's Community Development Block Grant.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) 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 Water 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 West Bend 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. All work shall be substantially completed by **July 4, 2025**, 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 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 N Lake Ave, 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](http://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 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/>

Published upon order of the City of West Bend, Iowa.

CITY OF WEST BEND, IOWA

BY /s/ Kimberly Johnson  
Mayor

ATTEST:

BY /s/ Lisa Sewell  
City Clerk