

NOTICE OF HEARING AND NOTICE TO BIDDERS

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND THE TAKING OF BIDS FOR THE **2024 MUNICIPAL WATER FILTRATION IMPROVEMENTS, CITY OF SOMERS, IA.**

Sealed proposals will be received by the City of Somers at the Office of MER Engineering Inc., 109 Regency West Court, Fort Dodge, IA, 50501 until 3:00 PM local time on August 1, 2024 for the “2024 Municipal Water Filtration Improvements, Somers, Iowa” and work incidental thereto as described in the Plans and Specifications now on file with the City of Somers, and the proposals will, at that time and place, be opened and read aloud. The council will review and act upon the bids received at their regular meeting at Somers Public Library, 516 6th Ave., Somers, IA 50586 at 6:30 P.M. on August 8, 2024. At said time and place, the City Council will also hold a Public Hearing to adopt the proposed plans, specifications, form of contract, and estimate of cost for the construction of said improvements, and at said Hearing any interested persons may appear and file objections thereto.

The work to be done under the proposed contract shall commence on written Notice to Proceed following award of such contract. The work shall be completed no later than June 30, 2025 or the bidder must pay as liquidated damages, the sum of Three Hundred dollars (\$300.00) for each calendar day that any work remains uncompleted beyond the completion date.

The water treatment plant will be open for viewing by bidders and suppliers from 2:00 PM to 3:00 PM on July 30, 2024.

Plans and Specifications governing the construction of said improvements have been prepared by MER Engineering, Inc., 109 Regency West Court, Fort Dodge, Iowa and are on file for public examination at MER Engineering, Inc, 109 Regency West Court, Fort Dodge, Iowa. Said Plans and Specifications are hereby made a part of this Notice by reference, and the proposed Contract shall be executed in compliance therewith. All bids are to be submitted on the form provided in the Specifications.

Copies of the Plans and Specifications may be obtained from the office of MER Engineering Inc., 109 Regency West Court, Fort Dodge, Iowa 50501 for a deposit of \$100.00 for each paper copy. This deposit will be refunded upon return of said Plans and Specifications in good reusable condition within fourteen (14) days after the project is awarded. If the Plans and Specifications are not returned in good condition within the fourteen (14) days allowed the deposit shall be forfeited.

Each proposal shall be accompanied by a bid bond, cashier's or certified check, or a credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the proposal. If a bid bond is submitted, it must be on the form provided with the Contract Documents. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; the certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States; and such check or draft shall be made payable to the City of Somers as security that if awarded a contract by resolution of said Council, the Bidder will enter into a contract at the prices bid

and furnish the required performance and maintenance bond and certificate of insurance. The certified or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or provide a certificate of insurance or file an acceptable performance and maintenance bond on the form provided in the specifications within ten (10) days after the acceptance of the Bidder's proposal by resolution of said Council. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids.

Pursuant to 875 Iowa Administrative Code, Chapter 156, each proposal shall be accompanied by a Bidder Status Form.

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; provided that 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.

Contract shall be subject to the requirements of the Clean Air Act, the Federal Water Pollution Control Act, and the regulations of the Environmental Protection Agency that are applicable.

All work and materials shall comply with the proposed plans, specifications and proposed form of contract now on file with the City Clerk, Somers, Iowa. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

The project is located in the City Park, Somers, IA 50586.

The project includes but is not limited to the following major items of work:

- Replacement of the filtration equipment (Three 30" pressure filters with automatic controls)
- Replacement of the existing plant controls.
- Replacement of the water process piping, valves, meters and appurtenances.
- Construction of a backwash absorption field.

Payment to the Contractor will be made in cash from such funds as are legally available.

This project is being financed in part with a Community Development Block Grant (CDBG) and a State Revolving Fund (SRF) Loan. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System will be prohibited from the bidding process. Contractors will be required to comply with Davis-Bacon wage requirements.

Payment to the Contractor 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. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify each approved estimate to the City Council for payment within thirty (30) days of acceptance by the

Council. Such monthly payments shall in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made not earlier than thirty-one (31) days from and after the final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with the requirements stated in the specifications.

A Sales Tax Exemption Certificate will be available from the City for all materials purchased for incorporation into the Project.

The successful bidder will be required to furnish a 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 Municipality and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Municipality and the Engineer from all claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the maintenance of the work contracted for a period of two (2) years from the time of acceptance of the improvements by the Municipality.

CDBG Section 3

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.

This improvement project is being constructed and paid for pursuant to the provisions of Chapter 384 of the Code of Iowa.

The Municipality reserves the right to reject any or all proposals and to waive informalities and technicalities as it shall deem for the best interest of the City.

Published upon order of the City Council of the City of Somers, Iowa.

CITY OF SOMERS, IOWA

BY: Annette Zinnel, City Clerk