

NOTICE TO BIDDERS

NOTICE OF TAKING OF BIDS FOR THE CONSTRUCTION OF THE 2026 SANITARY SEWER REHABILITATION FOR CITY OF TEMPLETON, IOWA

Sealed proposals will be received by the City Clerk of the City of Templeton, Iowa at City Hall, 108 S. Main Street, Templeton, Iowa, before 2:00 P.M. on the 25th day of November 2025, for the construction of the 2026 Sanitary Sewer Rehabilitation, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time, date and place specified above.

Proposals will be acted upon by the City Council at 7:00 P.M. on the 1st day of December 2025, or at such later time and place as then may be fixed.

The Work will include but is not limited to the following improvements:

2026 SANITARY SEWER REHABILITATION

Construct approximately 12,043 linear feet of 8-inch cured-in-place pipe lined sanitary sewer, grout and reinstate 166 services and miscellaneous associated work, including cleanup.

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 Templeton, Iowa, and by this reference made a part thereof 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 by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a 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, in an amount equal to ten percent (10%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

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The bid security should be made payable to the CITY OF TEMPLETON, 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 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 the other contract documents. Bidders will use the bid bond form included in the specifications.

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.

The City of Templeton reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the Deadline for submission of proposals.

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than two (2) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed and shall be completed by September 30, 2026.

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The duration of the work is critical to the project so as to minimize the disruption associated with the project to the public. Damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each day that work shall remain uncompleted after September 30, 2026 at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. At the option of the City, damages may be deducted from any retainage prior to release, the final payment to contractor, or through the commencement of a cause of action by the City, in the City's sole discretion. The selection by the City of any particular course of action hereunder is not exclusive and shall not preclude the pursuit of additional remedies by the City. In the event the City institutes legal proceedings, the Contractor shall be responsible for any and all attorney's fees and expenses.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Section 3 Information:

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.

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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 encouraged 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.

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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>

Payment to the Contractor for said construction will be made from the following resource:
(1) cash on hand as may be legally used for such purposes.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared each month by the Contractor, subject to the approval of the Architect/Engineer, who will certify to the City for payment each approved estimate at least five days prior to City Council meeting. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the City Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-seven percent (97%) of the contract price of the contract. The balance due the Contractor will be paid, subject to the conditions and in accordance with the provisions of Chapters 26 and 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 6775 Vista Drive, West Des Moines, Iowa 50266 at no charge.

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

CITY OF TEMPLETON, IOWA

Ken Behrens, Mayor

ATTEST:

Nicci Kathol, City Clerk

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