

## **NOTICE TO BIDDERS**

### **UNIVERSITY STREET AND BASELINE DRIVE EXTENSION PELLA, IOWA**

**2026**

### **WATER MAIN, STORM/SEWER, GRADING, AND PAVING IMPROVEMENTS**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **11:00 AM on March 10, 2026**, in the office of the City Clerk, City Hall, 825 Broadway, City of Pella, Iowa. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **11:00 AM on March 10, 2026**, in the office of the City Clerk, Pella City Hall, 825 Broadway, for consideration by the City of Pella at its meeting at **6:00 PM on March 17, 2026** in the City Council Chambers, Public Safety Complex, 614 Main Street, Pella, Iowa. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced. The City of Pella 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. The contract shall be fully completed and ready for final payment by **October 30, 2026**. The written Notice to Proceed will be issued no earlier than **March 30, 2026**.

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 City, 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 a 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 City. 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 "Bidding Documents" link and choosing the "UNIVERSITY STREET AND BASELINE DRIVE EXTENSION PELLA, IOWA - 2026 WATER MAIN, STORM/SEWER, GRADING AND PAVING IMPROVEMENTS" project on the left. 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.** Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3<sup>rd</sup> Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **\$50.00**. A refund of **\$50.00** for plans and specifications will be made to those returning them in good condition within fourteen (14) days after the award of the project.

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:

Construction of University Street extension from 240<sup>th</sup> Place to 250<sup>th</sup> Avenue and construction of Baseline Drive Extension to University Street: work includes but is not limited to 5,840 LF water main, 23,380 SY of PCC pavement, 4,519 SY of PCC trail, 4,788 LF of storm sewer and structures and miscellaneous associated work including cleanup and surface restoration. See Bid Proposal for complete list of quantities.

Building materials, supplies, and equipment incorporated into said improvement are tax exempt. Bidder shall not include payment of Iowa sales tax in Bid. The City 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-seven percent (97%) 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 City. Before final payment is made, the Contractor shall file with the City 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 **Seven Hundred Fifty Dollars (\$750.00)** per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period stated above.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Pella 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 responsible bidder submitting the lowest acceptable bid. The City of Pella 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 Pella. Only one contract will be awarded for project.

Payment of the cost of said project will be made from funds from a HUD Grant, or from such funds as may be lawfully used for said purpose. A combination of the above methods may be used at the discretion of the City. Contractors will be required to comply with “Build America Buy America” (BABA) requirements; Contractor is to use products that are produced in the United States and is to provide Owner with required certifications that materials incorporated into the Work are in full compliance with the BABA requirements as mandated by the Infrastructure Investment and Jobs Act of 2021.

The successful bidder shall be subject to the following grant requirements:

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 intended to ensure that economic opportunities generated by HUD funding benefit low- and very low-income individuals and businesses that employ them.

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 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.

H. 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.

I. 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.

J. 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 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern 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 YouthBuild participant.

Contractor will be required to submit Section 3 Worker Self-Certification Form for all employees and subcontractor employees that work on this project. Contractor and subcontractors will be required to submit weekly certified payroll for all employees.

This Notice is given by authority of the City of Pella, Iowa.

**Don DeWaard, Mayor**  
**City of Pella, Iowa**

***ATTEST:***

**Mandy Smith, City Clerk**