

NOTICE TO BIDDERS
WASTEWATER TREATMENT SYSTEM IMPROVEMENTS
LAUREL, IOWA
2025

Notice is hereby given that the City Council of the City of Laurel, Iowa, will meet at the Council Chambers, City Hall, 102 North Main Street, Laurel, Iowa, on the **15th day of April, 2026 at 6:00 P.M.** at which time and place, a hearing will be held on the proposed specifications, form of contract, and estimate of cost for the construction of the **Wastewater Treatment System Improvements – Laurel, Iowa – 2025**. At said hearing, the City Council will receive and consider any objections made by an interested party, to the plans and specifications, proposed form of contract, and the estimate of cost for the project. At the said time and place, or at such later time and place as may then be fixed, the City Council will also consider bids for said improvements.

Notice is also hereby given that the City Council of the City of Laurel, Iowa will receive bids for said improvements. Said **bids will be received by the City at the Office of the City Clerk, 102 North Main Street, Laurel, Iowa, before 11:00 AM, March 27, 2026**, at which time and place bids will be opened and read aloud by the Project Engineer. Said bids will be considered by the City Council at the hearing held at the Council Chambers, City Hall, 102 North Main Street, Laurel, Iowa at **6:00 P.M. on April 15, 2026**, or at such later time and place as may then be fixed.

The extent of the work involved consists generally of the following:

Construction of a new wastewater treatment facility consisting of a three-cell controlled discharge lagoon system. Work generally includes grading and excavation of the lagoon cells, interconnecting piping, control structures, outfall sewer, force main, rip-rap, subsurface drainage system, perimeter fence, granular surfacing, demolition of the existing wastewater treatment facility, surface restoration and miscellaneous associated work.

The City Council hereby reserves the right to reject any or all bids, to waive informalities or irregularities and to enter into such contracts as it may deem to be in the best interest of the City. All bids must be filed with the City before the time herein set for receiving bids. All bids shall be made on forms furnished by the City and must be enclosed in a separate sealed envelope and plainly identified. Each bid shall be accompanied by a bid bond, certified check, credit union share draft or cashier's check in an amount equal to ten percent (10%) of the total amount of the bid. If bid bond is submitted, it must be on the form provided with the Contract Documents. The certified check 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 or the certified credit union share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States of America and payable to the Treasurer of the City as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

The certified check, credit union share draft or cashier's check may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance or Payment Bonds or provide an acceptable Certificate of Insurance within fifteen (15) days after the acceptance of Bidder's proposal by resolution of the

City Council. No Bidder may withdraw a proposal within thirty (60) days after the date set for opening bids.

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: 423.3(37), 423.3(38), 423.45(4), and Iowa Administrative Code 701 – 17.33. Bidder shall not include payment of Iowa sales tax in Bid; Bidder shall include all other applicable fees and taxes in Bid. Owner will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate to Contractor for use by Contractor and Subcontractors. Contractor shall coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor shall maintain records identifying the materials purchased sales tax exempt and maintain records verifying the use of said materials on said improvement by Contractor and Subcontractors.

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.

Except as provided in Chapter 573 of the Code of Iowa, payment to the contractor 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, including suitably stored materials. Such payments will in no way be construed as an act of acceptance for any part of work, partially or totally.

Except as provided in Chapter 573 of the Code of Iowa, final payment to Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the City.

The work shall commence on or before the date specified in a written "Notice to Proceed" and shall be fully completed, ready for operation, and ready for Final Acceptance on or before May 1, 2027.

Liquidated damages in the amount listed as follows 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: \$900/per day.

Electronic project documents are available at no cost at www.gardenassociates.net by clicking the "Bid Documents" link and choosing the "WASTEWATER TREATMENT SYSTEM IMPROVEMENTS – LAUREL, IOWA" 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 the Office of the

Engineer, Garden & Associates upon deposit of **\$100.00** (\$100.00 refundable upon return in good condition within fourteen (14) days after award of project). Copies of said specifications are also on file at the Office of the City Clerk, 102 North Main Street, Laurel, Iowa.

Each successful Bidder will be required to furnish Performance and Payment Bonds acceptable to the City on forms provided in the specifications in amount equal to one hundred percent (100%) of the contract price.

Any bidder or equipment supplier whose firm or affiliate is listed in the US General Services Administration 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. A contractor's Suspension/Debarment Certification is required; however, this certification should not preclude any interested party from ascertaining whether the certifying person is actually on the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs."

Award of contract will be made to the lowest responsible bidder submitting the lowest acceptable bid. The Council hereby reserves the right to reject any and all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be in the best interest of the City. One contract will be awarded for this project.

Funding Sources and Required Documents

The project funding includes State Revolving Funds (SRF) and a Community Development Block Grant (CDBG). Contractor shall comply with funding requirements, which are included with the bidding documents.

Award of contract is subject to the requirements of the Iowa Economic Development Authority. Pursuant to the requirements of the Community Development Block Grant, Davis-Bacon wage rates are to be used on this project. Current federal prevailing wage rates are included in the bidding documents, and it is the Contractor's responsibility to make sure that they are using the most current rates at the time of bid opening. Wage rates should be reviewed prior to submitting a proposal the day of bid opening.

All bidders must submit the following forms:

1. SRF Required Front-End Specifications
 - Attachment 2 – Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form
 - Attachment 3 - Disadvantaged Business Enterprise (DBE) Solicitation
 - Attachment 4 - DBE Program Subcontractor Performance Form
 - Attachment 5 - DBE Program Subcontractor Utilization Form
 - Attachment 10 – Prohibition of Certain Communications Equipment and Video Surveillance Services or Equipment
2. CDBG Bidding Documents:
 - Intent to Comply with Section 3 Requirements

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

BABA Requirements

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer’s Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate responsible parties for determining the final classifications for all project items.

Section 3 Clause

- 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 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.

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>.

Evan Folk, Mayor
City of Laurel, Iowa

ATTEST: Lynne Gummert, City Clerk