

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS
ALBION, IOWA

Notice is Hereby Given:

A public hearing will be held by the City of Albion, Iowa on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the proposed improvements to be constructed under Project No. 23-WC-0436 Sanitary Sewer Collection System Improvements, at its meeting at 6:30 P.M. local time on June 15th, 2026 at City Hall, 107 South Main Street, Albion, Iowa 50005. At said time and place, any interested person may appear and file objections thereto.

Sealed proposals will be received by the City Clerk of the City of Albion, Iowa at City Hall, 107 South Main Street, Albion, Iowa 50005 for the work comprising the improvements and must be filed before 10:00 A.M. local time according to the clock in the office of the City Clerk on the June 10th, 2026 for the improvements, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file at the Office of the City Clerk. Proposals will be opened and read aloud at that time and place.

Proposals will be acted on by the City of Albion at a meeting to be held at City Hall, at the City of Albion, 107 South Main Street, Albion, Iowa 50005 at 6:00 P.M. local time on June 15th, 2026, or at such a later time and place as may then be fixed. The City of Albion reserves the right to award the Contract at the time of said meeting or at such later time may then be fixed.

The extent of the work will involve rehabilitation of existing sanitary manholes and collection system, that includes spot repairs, linings, manhole sealing and manhole replacement in Albion, Iowa as shown in the plans and specifications for Project No. 23-WC-0436 including:

Road patching at spot repairs and manhole boxouts, seeding, mulching, fertilizing, and other miscellaneous construction improvements. These improvements will take place throughout Albion's city limits.

Bids will be received for a single contract including all work as specified.

Contract Time

The work under the contract may actively commence within ten (10) days upon issuance of the Notice to Proceed. The Notice to Proceed is anticipated to be issued following a preconstruction meeting which is anticipated to be the first week of July. The work shall be substantially completed April 1st, 2027.

This project is subject to liquidated damages as described within the project manual.

Liquidated Damages

Time is of the essence in the performance of this Contract. The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the owner, liquidated damages shall be assessed at a rate of **500.00** dollars for each calendar day beyond the Completion Date that the work remains incomplete.

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand.

Nothing in this provision shall be construed to limit any other rights or remedies available to the owner under the Agreement, at law, or in equity.

Bid Security

Each proposal must be accompanied with a bid security as defined in Iowa Code Section 26.8, 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 a form acceptable to the City, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of 10%, as fixed in the Instruction to Bidders, and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an 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 and filed in an envelope separate from the one containing the proposal, made payable to: Treasurer, City of Albion. Said check or draft may be cashed or the bid bond declared forfeited by the Treasurer as liquidated damages in the event the successful bidder fails to enter into a Contract within ten (10) days and post bond satisfactory to the Owner insuring the faithful fulfillment of the Contract and maintenance of said improvements as required by law and the Specifications. The bid shall contain no condition except as provided in the specifications.

Substitutions

Request for substitution of materials or equipment must be submitted in writing and include complete documentation showing equivalency, including specifications, product literature, certifications, and test results. Substitutions must be submitted to Engineer of record no later than ten (10) days after contract award or within a reasonable time before needed for installation. Approval is at the sole discretion of the owner or Engineer, and approved substitutes shall be incorporated at no additional cost or delay to the project.

Award of Contract

Bidders shall not be permitted to withdraw their bids for a period of sixty (60) days after the date set for opening bids. The Owner reserves the right to reject any and all bids and to waive any informality in the bids received in the best interest of the City.

Bonding Requirements

The successful bidder will be required to furnish a performance and payment bond in the amount equal to 100% of the contract price at the time of contract execution.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Albion and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Albion from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from the date of final acceptance of the work under the Contract.

Additional and Special Provisions

Due to federal funding, project is subject to Davis Bacon Wages, Build America Buy America (BABA) requirements, and Section 3 Regulations. Refer to the special provisions section of the bid documents and subsequent sections of the bid documents for additional information.

Modification to the project documents may only be made by written addendum as issued by the Owner or Owner's authorized Representative. The bidder's proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Copies of Plans and Specifications are on file and may be inspected at the office of the City Clerk, at 107 S Main Street, Albion, Iowa 50005, and at Clapsaddle-Garber Associates, 16 East Main Street, Marshalltown, Iowa 50158. Copies may be downloaded at no charge from www.cgaconsultants.com or a printed copy may be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, Iowa 50312 or by phone at (515) 244-1611. A \$50 refundable deposit is required for all printed copies. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

Section 3 Requirements Notice

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>.

Build America, Buy America Requirements Notice

Project is subject to Build America, Buy America (BABA). The Project must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

BABA requirements are shown in Title IX of the Infrastructure Investment and Jobs Act ("IIJA", Pub. L. 117-58). 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 in 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 manufacturer's, 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 the responsible parties for determining the final classification for all project items.

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

By: _____
City Clerk