

NOTICE TO BIDDERS**NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENT PROJECT FOR THE CITY OF THORNTON, IOWA,**

Sealed proposals will be received by the City Clerk of the City of Thornton, Iowa, in the Council Chambers at City Hall, 404 Main Street, Thornton, Iowa, until 11:00 o'clock A.M. on the 30th day of June 2021, for the construction of the **Water System Improvement Project** as described in the plans and specifications therefore, 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 and date specified above.

Also, at a meeting starting at 5:00 P.M. on the 6th day of July 2021 in the Council Chambers at City Hall or at such time, date and places as then may be fixed; the Council will act upon proposals for the construction of said improvements.

The location and description of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

WATER SYSTEM IMPROVEMENT PROJECT

Project is located along Larch Street from 9th Street North to 1st Street North, along Elm Street from 5th Street to 3rd Street, along 3rd Street from Elm Street to Willow Street and along Willow Street from 5th Street to 4th Street.

Project includes all labor, materials and equipment necessary to construct approximately 4,800 LF of 4" to 8" water main, approximately 1,700 SY of pavement patches and other miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the City Council.

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 City Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a bid security in a sealed envelope by either (1) 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 5% of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

The bid security should be made payable to THE CITY OF THORNTON, 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 liquidated 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 other contract documents. Bidders shall use the bid bond form included in the specifications.

Pursuant to Chapter 73 of the Code of Iowa, out of state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference out of state competitors receive in their own states. Such preference may be (a) strict preference, (b) reciprocal preference, or combination preference and reciprocal. Application for such preference will be extended for any "public improvement" as defined in Chapter 73A.1 of the Code of Iowa.

By virtue of statutory authority, a 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.

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.

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.

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.

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.

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.

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.

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.

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>

Bidders will be required to take affirmative steps to involve Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) in the work under the contract. Bidders shall complete the applicable certification attached to the proposal. The certification shall include a listing of MBEs and WBEs, the work and estimated dollar amount to be performed by each such enterprise, and the percentage of the total bid to be used for minority or women's business

enterprise(s). The bidder commits itself to the goals for MBE/WBE participation contained herein and all other requirements, terms and conditions of these bid conditions when it submits a properly signed bid.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31.

A Contractor's Suspension/Debarment Certification will be contained in the specifications; 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".

The City reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a 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 the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

It is anticipated Notice to Proceed will be issued by August 10, 2021. All work shall be completed no later than June 30, 2022. Once Contractor begins work on the project, work shall progress in a continuous manner until completed.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Thornton with proof of said compliance.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Water Revenue Bonds, which will be payable solely and only out of the future net revenues of the Municipal Water Utility, and/or from such other cash

funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; (4) cash from proceeds of a State Revolving Loan fund; and (5) cash from proceeds of a Community Development Block Grant.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-five (95) percent of the contract value of the work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about thirty (30) days thereafter. Payment shall not be made for materials stored off or on site. Final payment will not be made sooner than thirty (30) days following Final Acceptance of the Work by the City of Thornton

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of Five Hundred Dollars (\$500) per calendar day will be assessed for each calendar day that work on the total project, or portions of the contract where specific completion dates are specified or otherwise agreed to, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the

sole responsibility for the care and protection of the work, or the restoration of any damaged work except such damage as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and 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 to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk and may be examined at City Hall. The ENGINEER shall make available and distribute plans and specifications in accordance with Senate File 2389. Complete sets of the plans, specifications, and bidding documents may be obtained from ENGINEER at the ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$20 for standard USPS mail delivery or normal UPS ground deliver. Any special shipping / mailing requests will be at bidders cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD, CD, or flash drive) or by email where file size will allow.

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

CITY OF THORNTON



Mike Jensen, Mayor

ATTEST:



Megan Hobscheidt, City Clerk