

NOTICE TO BIDDERS
WASTEWATER TREATMENT LAGOON IMPROVEMENTS
MODALE, IOWA

Sealed bids for the WORK as stated below must be filed before **2:00 P.M.** on December 9, 2022, at City Hall, 310 E. Palmer Street, Modale, Iowa. Bids received after the deadline for submission of bids as stated herein will not be considered and will be returned unopened to the late bidder. Sealed BIDS for said construction will be opened and bids tabulated at 2:00 P.M. on December 9, 2022, at City Hall, 310 E. Palmer Street, Modale, Iowa. BIDS opened will be considered by the Governing Body at 7:00 P.M. on December 12, 2022, at City Hall, 310 E. Palmer Street, Modale, Iowa, or at such later time and place as may then be fixed.

The City Council of the City of Modale, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimate of cost for the project on December 12, 2022, at 7:00 P.M., at City Hall, 310 E. Palmer Street, Modale, Iowa. At said hearing, any interested person may appear and file objections thereto.

The extent of the WORK involved consists generally of:

Excavation, Class 10, Roadway and Borrow, 54430.0 CY; Topsoil, Spread, 1032.4 CY; Topsoil, Strip, Salvage and Spread, 4020.2 CY; Surfacing, Driveway, Class A Crushed Stone, 1086.4 Ton; Manhole, Sanitary Sewer, SW-301, 48 In., 1 EA; Manhole, Sanitary Sewer, SW-303, 48 In., 1 EA; Subdrain, Perforated Plastic Pipe, 6 In. Dia., 2107.1 LF; Sanitary Sewer Gravity Main, Trenched, Ductile Iron Pipe (DIP), 8 In., 1082.1 LF; Sanitary Sewer Force Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In., 26.0 LF; Erosion Stone, 4588.3 Ton; Removal and Reinstallation of Field Fence, 150 LF; Mobilization; Fittings By Count, Ductile Iron, 6 In., 45° Bend, 2 EA; Fittings By Count, Ductile Iron, 8 In., 22 ½° Bend, 1 EA; Fittings By Count, Ductile Iron, 8 In., 45° Bend, 8 EA; Fittings By Count, Ductile Iron, 8 In., 90° Bend, 10 EA; Fittings By Count, Ductile Iron, Tee 8 In. X 8 In. X 8 In., 3 EA; Fittings By Count, Polyvinyl Chloride (PVC), 6 In., 90° Bend, 2 EA; Pond Seal, 8921 CY; Inlet Control Structure, 1 EA; Intermediate Control Structure, 1 EA; Outlet Control Structure, 1 EA; Modify Existing Outlet Control Structure, 1 EA; Modify Existing Weir Structure, 1 EA; Connect To Existing Force Main, 1 EA; 8 In. Plug Valve and Box, 11 EA; Removal and Disposal of Sludge; Removal of Existing Influent Structure; Temporary Haul Road; Concrete Splash Pads; Removal of Existing Synthetic Liner, 25871.5 SY; Mulching, 7.9 AC; Seeding and Fertilizing (Rural), 7.9 AC; Silt Fence, 3559.4 LF; together with related subsidiary and incidental WORK.

The project is located at the existing City of Modale, Iowa, wastewater treatment lagoon site in the NE1/4 SW1/4 of Section 29-79-44, Harrison County, Iowa.

All WORK and materials are to be in strict compliance with DRAWINGS and SPECIFICATIONS prepared by Sundquist Engineering, P.C. of Denison, Iowa which, together with the proposed form of CONTRACT and estimate of cost have heretofore been approved by the Governing Body and are now on file for public examination in the office of the City Clerk, are by this reference made a part hereof as though fully set out and incorporated herein.

All BIDS must be filed in said office on or before the time herein set, on forms furnished by the Owner, and must be enclosed in a separate sealed envelope and plainly identified.

Each BID shall be accompanied by bid security as defined in Iowa Code section 26.8, consisting of a BID BOND, certified check, cashier's check, or certified credit union share draft in a separate sealed envelope in an amount equal to five per cent (5%) 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, cashier's check, or certified credit union share draft shall be drawn on a bank in Iowa, a bank chartered under the laws of the United States of America, or said certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Treasurer of the OWNER 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 for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract, and Certificate of Insurance. The certified check, cashier's check, or certified share draft 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 and Payment BONDS or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of said BID by resolution of the Governing Body. No BIDDER may withdraw a BID within sixty (60) days after the date set for opening BIDS.

Payment of the said WORK will be made in cash. Payment will be made in monthly estimates and one final payment. Payment for the WORK completed during the preceding calendar month will be determined by the Engineer / Architect pursuant to the GENERAL CONDITIONS and in accordance with the provisions of Chapters 38 and 573 Code of Iowa. The final payment will be issued on the balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, in accordance with Iowa Code Chapters 26 and 573, as applicable.

Bid forms, DRAWINGS and SPECIFICATIONS may be obtained from the Engineer at his office at 120 South Main, P.O. Box 220, Denison, Iowa, 51442, 712-263-8118, upon request. A deposit of \$30.00 will be required for the DRAWINGS and specifications, which will be refunded to those returning them in good condition within fourteen (14) days after the award of contract.

Electronic plans and specifications may also be obtained from the Engineer at no cost. **Bidder shall obtain plans, paper or electronic, from the Engineer. The bidder will be added to the Plan Holders List. Bids submitted by a bidder who is not on the Plan Holders List will be rejected.**

The work on the proposed contract shall begin within 10 days of the receipt by the bidder of a notice to proceed and shall be substantially completed on or before July 31, 2023, and completed and ready for final payment in accordance with paragraph 15.06 of the General conditions on or before August 31, 2023.

Liquidated Damages:

1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the Contract Time for Substantial Completion (as duly adjusted pursuant to the Contract) until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final

payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. If contractor can provide documentation of delays due to supply chain/material or equipment delivery issues, the owner will provide extensions to the completion.

Each successful Bidder will be required to furnish Performance and Payment BONDS acceptable to the Governing Body on forms provided in the specifications in amounts equal to one hundred per cent (100%) of the contract price.

A pre-bid conference will be held at **10:00 A.M.** local time on December 2, 2022, at Modale City Hall, 310 E. Palmer Street. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The Governing Body hereby reserves the right to reject any or all BIDS, to waive informalities and irregularities and to award such contracts as it may deem to be for the best interests of the OWNER.

To the extent allowed by Federal law and regulation, by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Pursuant to 2 C.F.R. 2003.319, as adopted by the United State Department of Agriculture in 2 C.F.R. 400.1, no such preference will be given except where applicable Federal statutes expressly mandate or encourage such preference.

To the extent allowed by federal law and regulation, to the extent required by Iowa law, 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 of laborers from the 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 proposal may result in the Proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges,

pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Section 3 language for procurement documents and contracts

- 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 Businesses are encouraged to respond to this proposal. A Section 3 business 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>

Published by order of the City of Modale
Linda Windschitl, City Clerk