NOTICE TO BIDDERS

FOR THE CONSTRUCTION OF WASTEWATER SYSTEM IMPROVEMENTS - PHASE 2
FOR THE CITY OF RUTHVEN, IOWA

Sealed bids will be received by the City Clerk of Ruthven, Iowa at City Hall, 1305 Gowrie St., PO Box 160, Ruthven, Iowa before **2:00 p.m. on the 23rd day of September, 2020**, for the construction of Wastewater System Improvements - Phase 2 in and for the City of Ruthven, Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Ruthven City Council at their meeting on **September 30th at 6:30 p.m.**, at City Hall, 1305 Gowrie St., PO Box 160, Ruthven, Iowa, at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

A non-mandatory pre-bid meeting will be held **September 8, 2020 at 2:00 p.m.** at City Hall. All interested bidders are encouraged to attend. The project engineer and City representatives will be present to respond to bidder questions and requests for clarification.

The general description of types of construction and limits for which bids will be received shall be as follows:

SECTION 1 – LAGOON SYSTEM RETROFITTING
Includes the retrofitting of the existing primary cell with a conventional aerated lagoon system followed with the installation of a submerged, fixed-film media reactor. The reactor consists of a clean gravel bed that provides surface area for nitrifying bacteria to grow and populate. An ultraviolet (UV) disinfection system on the discharge line will also be installed to inoculate E.coli prior to final discharge into Drainage Ditch No. 60 (DD #60). Work also includes structures, grading, utilities, controls, seeding, maintenance and compliance with a stormwater pollution protection plan, and all other miscellaneous work required to complete the project in accordance with plans and specifications. Also includes the decommissioning of the two secondary cells, which includes the routing of the water in the cells, liner removal and peat removal. Fill material will be needed to fill the two cells. Also includes all other miscellaneous work to complete this section in accordance with plans and specifications.

SECTION 2 – LAGOON SLUDGE REMOVAL AND LAND APPLICATION
Includes transfer of water and sludge to secondary cells prior to primary cell retrofit and then removing sludge from secondary cells after new plant is in operation and land applying sludge. Removal of sludge will need to occur prior to decommissioning of secondary cells.

The project is located in the northwest quarter of Section 19, Township 86 North, Range 34 West, between Highway 18 and Drainage Ditch No. 60 of Palo Alto County.

One (1) contract will be awarded for each section of work for a total of two (2) contracts.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by ISG, of Storm Lake, Iowa, which, together with the proposed forms of contract, are now on file for public examination in the office of the City Clerk, and are by this reference made part hereof as though fully set out and incorporated herein.

All Bids shall be made on official proposal forms furnished by the Engineer, and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Ruthven, Iowa.

Each Bid shall be accompanied by a cashier’s check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Five percent (5%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa, and must not contain any conditions either in the body or as an endorsement thereon.

Project No. 16-18978

Wastewater System Improvements - Phase 2
The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred per cent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than two (2) years from the time of acceptance of said improvements by the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City, including but not limited to, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. 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.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Ruthven is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed. All work shall be substantially completed by November 19, 2021, subject to any changes in the contract period as provided for in these specifications. All work shall be completed and ready for final payment by December 21, 2021.

Liquidated damages in the amount of $500 per calendar day will be assessed for each day that any of the work shall remain uncompleted after the above referenced completion dates, with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

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.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said 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 forms of contract are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from ISG, 1725 North Lake Ave, Storm Lake, IA 50588, (712) 732-7745 upon deposit of one hundred dollars ($100.00) which shall be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.is-grp.com.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "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.

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. The deminimis and minor components waiver apply to this contract.

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the 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 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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

All Contractors shall include a completed Request for Contractor Eligibility form and Intent to Comply With Section 3 Requirements form with their submitted bid proposal to facilitate verification of eligibility prior to award of a contract.

It is understood that the Work to be done is being financed with Community Development Block Grant (CDBG) funds. As such, the work will be subject to Davis-Bacon and related ACT Requirements, Federal Labor Standard Provisions and American Iron and Steel requirements. All Contractors, including subcontractors, shall be registered with the State of Iowa. The Work will not be Awarded to any Contractor not registered with the State of Iowa, or any Contractor on the Debarred or Suspended lists.

Bidders shall be expected to comply with Chapters 91C Code of Iowa and IAC Chapter 875.150 concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply City of Ruthven with proof of said compliance.

The contractor will be required enter into a subcontract with each subcontractor performing work on this project and will need to provide a copy of each executed contract to the CDBG Administrator. Each contract shall reference the project, list a detailed scope of work to be performed and list a breakdown of labor, material and/or equipment costs. Each subcontract shall have attached to it all required CDBG contract conditions, provisions, and language (i.e. Section 3 Clause, Required Contract conditions, Federal Labor Contract Provisions, Wage Decision).

Prior to any subcontractor performing work on this project, the General Contractor shall provide a completed Contractor Eligibility Form to the CDBG Administrator. The CDBG Administrator will use this information to determine whether the contractor is registered in the State of Iowa and is not on the HUD/DOL Debarred or Suspended List for Contractors. No contractor may commence work activities on this project until the CDBG Administrator has determined the contractor is currently registered in the State of Iowa and is not on the Debarred or Suspended List.

Davis-Bacon requirements applies to any contractor or subcontractor and his/her employees performing labor on any Division, parts or phases of this project.

All eligible contractors/subcontractors must: Be registered with the Iowa Division of Labor; Meet any and all State licensing requirements (electrical, plumbing, mechanical, etc.); and, be approved by the Iowa Economic Department Authority as not being on the U.S. Department of Housing and Urban Development’s or the U.S. Department of Labor’s list of debarred or suspended contractors.

The Contractor shall observe the laws of the State of Iowa with reference to "Occupational Safety and Health Standards".

The City of Ruthven, Iowa, does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation. The City of Rembrandt, Iowa, does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The City of Ruthven, Iowa, does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.
This project is to be funded in part by a Community Development Block Grant (CDBG), and is therefore subject to certain labor standards and civil rights requirements included in the Contract Documents. Contractors performing work on the project shall comply with the requirements as enumerated in the applicable statutes and Federal Contract Provisions for CDBG projects. Minimum wage rates to be paid employees have been determined by the U.S. Department of Labor and are listed in the Contract Documents. The Contractor/Subcontractors will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates.

Published upon order of the City of Ruthven, Iowa.

CITY OF RUTHVEN, IOWA
BY /s/ David Kirk
Mayor

ATTEST:
BY /s/ Margaret Tatman
City Clerk