

NOTICE TO BIDDERS

BOONE RIVER TRAIL CONCRETE PANEL REPLACEMENT PROJECT NO. 9-22-005

Public Hearing on Proposed Plans, Specifications, Contract and Estimated Costs

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed plans, specifications, form of contract and estimate of cost for the **Boone River Trail Concrete Panel Replacement Project** at its meeting at 6:05 p.m. on the 3rd day of October, 2022, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

Time and Place for Filing Sealed Proposals

Sealed proposals, subject to the conditions contained herein, will be received at the office of the City Clerk in City Hall, 400 Second Street, Webster City, Iowa, 50595, until 3:00 p.m. according to the clock in said City Council Chambers on the 21st day of September, 2022 for:

Construction of **Boone River Trail Concrete Panel Replacement Project**, as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Webster City, Iowa.

Time and Place Sealed Proposals will be Opened and Considered

Sealed Proposals received will be opened, read aloud and tabulated at 3:00 p.m. according to the clock in said City Council Chambers on the 21st day of September, 2022. Bids will be considered by the City Council at its meeting on the 3rd day of October, 2022 at 6:05 p.m. The City Council may award a contract at said meeting, or at such other time and place as shall then be announced. Prior thereto, at said time specified above, in the City Council Chambers at Webster City Hall, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said improvements, and at said hearing any interested person may appear and file objections thereto.

Contract Documents

Plans and specifications governing the construction of the proposed improvements have been prepared by the City's Engineering Tech/Project Coordinator, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. A copy of said plans, specifications and form of contract is now on file in the office of the City Clerk and may be examined at Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

An electronic copy of the Contract Documents is available by contacting Dedra Nerland, Public Works Management Assistant at dnerland@webstercity.com for no cost. Paper copies of the contract documents are available upon request.

General Nature of the Public Improvement

BOONE RIVER TRAIL CONCRETE PANEL REPLACEMENT

The Boone River Trail Concrete Panel Replacement project is found at three locations on a 5.7 mile concrete trail located in Webster City that sits along the Boone River. The trail begins at Des Moines Street and connects to Briggs Woods Park with a small gap on Ohio Street along the City's Wastewater Treatment Plant. The project includes removal of existing concrete, surface adjustment to meet grade, 3" compactable material for pit run, 4" PCC concrete for trail tying into existing panels and surface restoration including seeding at three (3) locations:

Location 1: 151 Lineal Feet

Location 2: 39.58 Lineal Feet

Location 3: 12 Lineal Feet

Bid Security

The bid security must be in the minimum amount of 5 percent (5%) of the total bid amount including. Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn 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 executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the Bid Bond is not acceptable. Bid security other than said Bid Bond shall be made payable to City of Webster City, Iowa. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

The bid security shall be made payable to the City Clerk of the City of Webster City, Iowa.

The bid security must not contain any conditions either in 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 contract within ten (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 the other contract documents.

Performance, Payment and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Webster City 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 Webster City 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 and after acceptance of the Contract.

Davis-Bacon Wage Rate Compliance

Davis-Bacon wage rates apply to this Contract and all sub-contracts. The wage rate determination is included in these Specifications.

Title VI Compliance

The City of Webster City, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Community Development Block Grant Section 3 Compliance

The following (referred to as the section 3 clause) is included in this Notice to comply with CDBG requirements:

- 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).

Completion of Work

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance and contract. Each work area shall be diligently worked to completion. Work may be suspended during periods of inactivity between locations. The project is anticipated to be completed by November 31, 2022.

The Contractor shall fully complete the project prior to the completion date. Full completion includes having all pavement and surface restoration and ALL work areas open to use by the public. Work areas, once commenced shall be diligently worked to completion. Working days may be suspended by the Resident Engineer when work has been completed at any work location such that the area is open to pedestrian traffic. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of \$250 per working day shall be applied for each calendar day until the work is fully complete.

The City of Webster City does hereby reserve the right to reject any or all bids, waive informalities and to enter into such contract, or contracts, as it deems to be in the best interest of the City.

The Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa this ___ day of September, 2022

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the ____ day of September, 2022