

MEETING DATE:

ITEM: 9B

AGENDA ITEM SUMMARY

Subject: North Cedar Terrace – Electric Service Upgrade

Recommendation: Approval of Resolution approving final plans and Approving Award, Contract, and Bond for the Charles City Housing and Redevelopment Authority NCT Electrical Project

Background Summary: CCHRA has been working with the electrical engineer, Modus, retained by Skott and Anderson and Mid-American Energy to complete specifications for the electrical, security camera, and lighting upgrade at North Cedar Terrace.

The existing switchgear with a primary meter for the entire complex will be removed. Three new transformers, owned by CCHRA, will be installed along with new secondary wiring housed in conduit to each of the 14 buildings. Each of the transformers will be individually metered.

The exterior site lighting will be improved for safety and security purposes. The main north–south pedestrian walkway is currently the only area with pole mounted lighting. Existing light fixtures and poles will be replaced or eliminated. There will be new lighting at the main north–south walkway, walkways between the buildings, parking lots, and courtyards. The perimeter of the complex is adequately lit by existing streetlights. The new light poles and fixtures will be similar to those used at Cedar Terrace South.

Provisions for a future camera security system will also be provided. Separate conduit will be run alongside the new lines to allow for installation of security cameras. The cameras will be mounted on the light poles. Additionally, wireless connectivity will be provisioned for the entire complex.

One bid was received for the project from Stanton Electric of New Hampton in the amount of \$471,918. Due to the bid being significantly higher than the Independent Cost Estimate (ICE), a breakdown of costs was requested from Stanton to analysis the reasonableness of the bid. The ICE was done earlier in the project and did not consider the current volatility in cost of construction materials and shortage of electrical materials and increasing prices.

The project is budgeted to utilize 2020 and 2021 capital funds. Should the project exceed the capital funds available, operating reserve funds will be used to cover remaining costs. CCHRA was awarded \$263,000 in new capital funds for 2021 and received an additional 250,000 Safety and Security grant to be utilized for this project and updating/installing cameras and lighting at Morningside and South Cedar Terrace. There is also \$103,900 remaining in the 2020 capital fund.

RESOLUTION NO. 108-21

RESOLUTION APPROVING FINAL PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE NORTH CEDAR TERRACE ELECTRICAL UPGRADE PROJECT, CHARLES CITY, IOWA

WHEREAS, the City Council of the City of Charles City, Iowa directed the preparation of plans, specifications and contract documents for the North Cedar Terrace Electrical Upgrade Project, set forth in the preamble hereof, and

WHEREAS, a hearing has been held and there were no written or oral objections to the plans, specifications, and form of contract for said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa meeting in regular session on this 7th day of September, 2021, that the final plans, specifications and form of contract are here and the same approved for North Cedar Terrace Electrical Upgrade Project.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 7th day of September, 2021.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

RESOLUTION NO. 109-21

RESOLUTION APPROVING AWARD, CONTRACT AND BOND FOR THE CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY, NCT ELECTRICAL PROJECT

WHEREAS, the City Council of the City of Charles City, Iowa has by prior resolution published notice of letting and hearing on the Charles City Housing & Redevelopment Authority, NCT Electrical Project, and;

WHEREAS, there were no written or oral objections at said hearing, and;

WHEREAS, the Charles City Housing and Redevelopment Authority of the City of Charles City, Iowa received one bid for the above-mentioned project, and;

WHEREAS, the bid and bid bond meets all Federal procurement requirements, and;

WHEREAS, Stanton Electric of New Hampton, Iowa submitted a bid to provide the materials and labor services necessary for the project for the base bid sum of \$471,918.00.

WHEREAS, it is in the best interest of the citizens of the City of Charles City, Iowa that said project improvements be completed, and;

WHEREAS, the Charles City Housing and Redevelopment Authority Board is recommending approval of the improvements and acceptance of bid from Stanton Electric of New Hampton, Iowa, and;

WHEREAS, the contract has been duly executed by the contractor and by this action, the Mayor and City Clerk and is accompanied by an appropriate bond;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa as follows:

Section 1 That this contract is awarded Stanton Electric in the amount of \$471,918.00.

Section 2. That the contract referred to in the preamble hereof between the City and Stanton Electric of New Hampton, Iowa dated the 7th day of September 2021, in the amount of \$471,918.00 be and the same is hereby approved.

Section 3. That the bond accompanying such contract, wherein appears as principal in like amount, be and the same is hereby approved.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 7th day of September 2021.

COUNCIL MEMBER _____ moved the adoption of the foregoing Resolution;

COUNCIL MEMBER _____ seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Dean Andrews, Mayor

Attest:

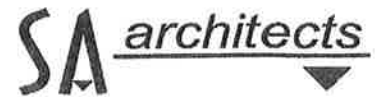
Trudy O'Donnell, City Clerk

Legal Notice

Notice of public hearing on NCT Electrical Upgrade Project

NOTICE OF PUBLIC HEARING
Charles City Housing & Redevelopment Authority Cedar Terrace North – Electric Service Upgrade Charles City, IA The Charles City Council will conduct a public hearing on the plans, specifications, form of contract, and estimated construction cost for the Charles City Housing & Redevelopment Authority, Cedar Terrace North – Electric Service Upgrade Project at the City Council Chambers, Charles City – City Hall, 105 Milwaukee Street, Charles City, IA, on Tuesday, September 7, 2021, beginning at 6:00 pm. Proposed plans, specifications, and form of contract may be examined at Charles City Housing & Redevelopment Authority, Administration Office, 501 Cedar Terrace South, Charles City, IA, or at SA Architects, 2800 4th Street SW, Suite 6, Mason City, IA. At the public hearings, any resident or taxpayer may present their opinion on any part of the proposed project.

No. 21299
08/24/21



July 21, 2021

NOTICE TO CONTRACTORS:

Project: Charles City Housing & Redevelopment Authority
Cedar Terrace North – Electric Service Upgrade
Charles City, Iowa

Project Description: The project includes: replacement of the electrical service and related Work for a multi-family residential complex. Estimated construction cost \$393,000.00.

Bonding Requirements:

1. Bid Security of 5% submitted with Bid.
2. Performance Bond and Payment Bond submitted upon award of Construction Contract.

Other Requirements: The Project is funded by a federal Housing and Urban Development (HUD) Grant with Davis-Bacon Act and Section 3 of the Housing and Urban Development (HUD) Act of 1968 requirements.

Construction Schedule:

1. On-site Work shall commence on or about September 13, 2021.
2. Substantial Completion shall be achieved on or about October 29, 2021.
3. Final Completion shall be achieved within 7 calendar days of Substantial Completion.

Pre-bid Meeting: 2:00pm local time, Monday, July 26, 2021
Charles City Housing & Redevelopment Authority
Cedar Terrace North – Administration Office
624 N. Main St.
Charles City, IA

Receipt of Bids: 2:00pm local time, Monday August 9, 2021
Charles City Housing & Redevelopment Authority
Cedar Terrace South – Administration Office
501 Cedar Terrace South
Charles City, IA 50616

Bidding Documents: Bidding Documents can be obtained by contacting Ed Wineinger, Project Architect, at ewineinger@saarchitects.biz, or Holly Tiernan, at htiernan@saarchitects.biz. Provide the following information: company name, shipping address, trade, contact person name, telephone number, and e-mail address. The Bidding Documents will be shipped from a printing company to the requesting company. There is a \$75.00 refundable deposit, which can be paid by MBI card, check, or cash. Checks should be addressed to SA Architects. Electronic PDF files of the Bidding Documents are available upon request at no cost.



**CCHRA Cedar Terrace North Service and lighting/networking improvements
Project Budget**

	<u>Scope</u>	<u>Description</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>
1	Seeding	Includes material and labor for seeding and restoring site landscaping.		\$ 5,000.00	\$ 5,000.00
2	CT Cabinet/Distribution/Unistrut	Includes material and labor to install new distribution panel and service entrance equipment and grounding.	\$ 4,800.00	\$ 24,000.00	\$ 28,800.00
3	FEEDERS (Bore type)	Includes material and labor for boring electrical and network raceways.	\$ 26,728.96	\$ 126,080.00	\$ 152,808.96
4	Lighting CIRCUIT RACEWAY / WIRING	Lighting includes, raceway, wiring, bases, poles, and fixtures			\$ 106,000.00
5	DEMOLITION	Includes demolition of existing utility services, panel feeders, site lighting, etc.			\$ 20,000.00
6	Network Cabinet, Wall Mount Rack, Assesories	Includes material and labor for indoor wall mount cabinet and exterior Network Cabinet.		\$ 7,100.00	\$ 7,100.00
7	Fiber and Copper Cabling	Includes material and labor for all fiber and copper cabling required for the project.		\$ 5,028.80	\$ 5,028.80
		<i>Subtotal</i>			\$ 324,737.76

Total Hard Costs \$ **324,737.76**

10% Mobilization, Temp power, site management, material handling, project management \$ **32,473.78**

15% Phasing \$ **48,710.66**

Subtotal \$ **357,211.54**

10% Construction Contingency \$ **35,721.15**

Estimated Construction Costs \$ **392,932.69**



Stanton Electric

618 North Sherman

New Hampton, IA 50659

641-394-3068

August 23, 2021

To: Charles City Housing Cedar Terrace North
Re: Price breakdown for Electric Service Upgrade

The following is a breakdown by groups:

Boring	\$180,000.00
Ct Cabinets, Panels and Stands	\$ 55,500.00
Lights, Bases, and Installation	\$ 90 ,500.00
IT Cabinet, Concrete Base and Installation	\$ 20,000.00
Fiber cable and cat6 cables and testing	\$ 6,000.00
Pipe, Wire, Install wires to Buildings	\$ 81,000.00
Dirt, Ground repair and seed	\$ 2,500.00
Grounding for project	\$ 5,000.00
Bid Bond	\$ 10,000.00
Demo	\$ 5,500.00
State of Iowa Permits and Inspections	\$ 1,000.00
Allowance	\$15,000.00
Total	\$ 472,000.00

These are round number broke down

Any questions feel free to call

Chuck Stanton
Stanton Electric

SECTION 00 3000 - BID SUBMISSION

BID FORM

PROJECT: CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY
CEDAR TERRACE NORTH - ELECTRIC SERVICE UPGRADE

BIDDER'S NAME D+C Stanton Electric Inc.

IA Contractor Registration # C001533 Expiration Date 01-04-2022

Address 618 N. Sherman Ave New Hampton IA 50659

Phone Number 641-394-3068

E-Mail Address Stanton1@iowatelecom.net

Authorized Signature Chuck Stanton

Printed Name Chuck Stanton

Incorporated YES NO

hereinafter called the Bidder.

SEALED BIDS RETURNED TO:

Charles City Housing & Redevelopment Authority
Administration Office
501 Cedar Terrace South
Charles City, IA 50616

The undersigned Bidder, in response to your Notice to Bidders for construction of the above project, having examined the Drawings, Specifications, other Bidding Documents, and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the proposed Contract Documents, of which this Bid is a part.

The BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Addendums No.: 1

The undersigned further acknowledges the following conditions in the contract for the Work. (Acknowledge by placing a check mark in the box).

Project maintains a Tax Exempt status

BASE BID:

Bidder agrees to perform all of the work described in the Contract Documents for the sum of:

\$ 474,918⁰⁰

Four Hundred Seventyoverthousand Nine Hundred Eighteen dollars DOLLARS

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE BID NO. 1: Security light conduit trenching, in lieu of boring.

Added or deducted (designate one) the sum of:

\$ N/A

DOLLARS

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The BIDDER agrees that:

1. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
2. Bidder agrees that the Work will be completed in accordance with the project schedule in the Instruction to Bidders.
3. The Bid will not be withdrawn for thirty (30) days after the opening thereof.
4. The BIDDER understands that the Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any Bid, and accept any Bid in whole or in part which it deems to be in its best interest.
5. Accompanying this Bid is the Bid Security (Bid Bonds, Certified Check, Certified Share Draft, Cashier's Check) in an amount of not less than five percent (5%) of the total bidding price. All bidders agree that the Owner has the right to hold any such bid bond until the execution of the contract and will be returned within forty-eight hours thereafter. Certified checks in lieu of a bid bond must be drafted from a solvent Iowa bank and in an amount of not less than five percent (5%) of the total bidding price.
6. The BIDDER shall not make any revisions to the bid forms and shall not provide any alternates other than requested provided, herein. Any such notes, revisions, or comments shall be grounds for rejection of the Bid as not being responsive.
7. The BIDDER shall furnish all insurance certificates as required, herein.
8. The BIDDER shall execute and pay premium on and deliver to the Owner's Representative satisfactory Performance Bond and Payment Bond in the form stated in the contract documents. The bonds shall be in the full amount of the contract price, extending from the date of final completion to a date as outlined in the Instruction to Bidders.
9. The BIDDER acknowledges that they are licensed to perform work in Charles City, IA per the City's contractor requirements.
10. The BIDDER acknowledges that they will obtain all required permits with local, state, and federal agencies as needed to complete all aspects of the project.
11. The undersigned BIDDER certifies a) the BIDDER'S detailed examination of the drawings and specifications has turned up no ambiguities which need clarification, b) only authorized data have been used to arrive at the BIDDER'S bid figure, and c) the experience and capabilities of the BIDDER'S firm, the BIDDER'S workmen and the BIDDER'S subcontractors are particularly well-suited to the construction of this type of project.
12. The BIDDER acknowledges that they are registered with the Iowa Labor Commissioner at the time the Bid is submitted to the Owner and has included said number above.
13. Accompanying is executed HUD-5369-A Form, Bidder Status Form, and Sex Offender Certification Letter.
14. The BIDDER shall execute and submit Section 3 – Business Certification Form as required, herein.

Dated this 9th day of August, 2021.

SUBCONTRACTORS LISTING

List the subcontractors that will be utilized by the Contractor. If the Contractor intends to provide the Work, designate.

Work/Trade	Name	Address
Concrete	_____	_____
Borings	Tatroe Trending Services	215 3rd St NE Waverly IA 50677
Electrical	_____	_____
Landscaping	_____	_____

Bidder must complete this form and submit with their Bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF IOWA)
) SS:
COUNTY OF FLO)



Janet K. Gage, being first duly sworn, deposes and says that:

(1) He/She is Chuck Stator of
(owner, partner, office, representative, agent, other, explain)
Stator Electric, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in including this affiant, nor any employee or official of the City of Charles City has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham bid in connection with the Contract for which the attached Bids have been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Charles City or the owner of the property interested in the proposed contract;

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Bidder or any of its agents, representatives, owners, employers, or parties in interest including this affiant, or by any employee or official of the City Charles City.

Chuck Stator
Signature

8-9-2021
Date

Owner
Title

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D & C Stanton Electric, LLC

618 North Sherman Ave
New Hampton, IA 50559

OWNER:

(Name, legal status and address)

Charles City Housing & Redevelopment Authority
501 Cedar Terrace South
Charles City, IA 50616

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Charles City Housing & Redevelopment - Electric Service Upgrade

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **August**, **2021**
Julie A. Lehman (Witness) D & C Stanton Electric, LLC (Principal) [Signature] (Seal)
Jamie Skeldon (Witness) Hudson Insurance Company (Surety) [Signature] (Seal)
[Signature] (Title) **Todd Schaap, Attorney-in-Fact**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the state of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of April, 20 21 at New York, New York.



Attest... Dina Daskalakis Corporate Secretary

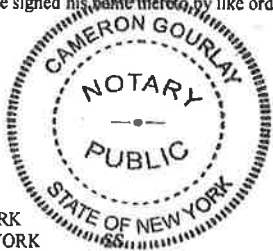
HUDSON INSURANCE COMPANY

By... Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 1st day of April, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay CAMERON GOURLAY Notary Public, State of New York No. 01GO6372305 Qualified in New York County Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 9th day of August, 2021.



By... Dina Daskalakis Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 9th day of August, 2021,

before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Megan Otto

Notary Public, **Kenosha** County, Wisconsin

My Commission Expires **3/3/2024**

